



EVERETT

WASHINGTON

Everett City Council Preliminary Agenda 6:30 p.m., Wednesday, January 7, 2026 City Council Chambers

Roll Call

Pledge Of Allegiance

Land Acknowledgment

Ceremonial Swear In Of Everett Elected Officials Performed By Judge Remy Leonard: Oath Of Office: Mayor Cassie Franklin Oath Of Office: Councilmember Erica Weir, Position 1 Oath Of Office: Councilmember Paula Rhyne, Position 2 Oath Of Office: Councilmember Don Schwab, Position 3 Oath Of Office: Councilmember Luis Burbano, Position 4 Oath Of Office: Councilmember Ben Zarlingo, Position 5

Mayor's Comment Swear In Of Chief Of Police: Robert Goetz

Approval Of Minutes: December 17, 2025

Public Comment

Council Comments

Administration Update

City Attorney

CONSENT ITEMS:

(1) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$1,344,789.36 For The Period Ending December 6, 2025, Through December 12, 2025.

Documents:

[RES_CLAIMS PAYABLE 12.12.25.PDF](#)

(2) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$4,231,334.66 For The Period Ending December 13, 2025, Through December 19, 2025.

Documents:

[RES_CLAIMS PAYABLE 12.19.25.PDF](#)

(3) Adopt Resolution Authorizing Claims Against The City Of Everett In The Amount Of \$1,376,520.48 For The Period Ending December 20, 2025, Through December 26, 2025.

Documents:

[RES_CLAIMS PAYABLE 12.26.25.PDF](#)

(4) Adopt Resolution Authorizing Electronic Transfer Claims Against The City Of Everett In The Amount Of \$8,822,101.52 For The Period Ending November 1, 2025, Through November 30, 2025.

Documents:

[EFT COUNCIL RESOLUTION 2025-11.PDF](#)

(5) Adopt Resolution Authorizing Payroll Claims Against The City Of Everett In The Amount Of \$5,787,665.55 For The Period Ending December 13, 2025.

Documents:

[2025 RESOLUTION FOR PAYROLL PAY PERIOD 26.PDF](#)

(6) Award And Authorize The Mayor To Sign The Change Order For Security Cameras And Installation Services From CDW-Government LLC Using The King County Directors' Association (KCDA) Contract #022-G/City Of Everett Contract #2022-073 In The Amount Of \$14,521.00, Not Including Washington State Sales Tax.

Documents:

[MUNICIPAL COURT CAMERA INSTALLATION CHANGE ORDER.PDF](#)

(7) Award The Construction Contract For The RRFB Pedestrian Safety Project To Earthwork Solutions LLC In The Amount Of \$715,108.86.

Documents:

[EARTHWORK SOLUTIONS LLC_RRFB PEDESTRIAN SAFETY_AWARD.PDF](#)

(8) Award And Authorize 2026 Vehicle And Equipment Replacement Purchases From The Lowest-Priced, Best Available Source Through Competitively Bid Cooperative Contracts.

Documents:

[2026 AWARD AND AUTHORIZE VEHICLES.PDF](#)

(9) Award The Construction Contract For The 36th Street CSO Storage Improvements Project, UP 3765 Phase 2, To Interwest Construction, Inc. Of Burlington, WA, In The Amount Of \$20,955,622.10.

Documents:

[36TH STREET CSO STORAGE IMPROVEMENTS_AWARD.PDF](#)

(10) Authorize The Mayor To Sign Amendment No. 2 To The 2024 Professional Services Agreement With Brown And Caldwell For WFP EOM And AM/Maintenance Program Support To Extend The Contract Completion Date.

Documents:

[BANDC_WFP EOM PROGRAM SUPPORT_AMENDMENT NO. 1.PDF](#)

(11) Authorize The Mayor To Sign Amendment No. 2 With The Washington Department Of Fish And Wildlife.

Documents:

[SNOHOMISH COUNTY_WA DEPT OF FISH AND WILDLIFE GRANT
AGREEMENT_AMENDMENT NO. 2.PDF](#)

(12) Authorize The Mayor To Sign The Collective Bargaining Agreement Between The City And The Everett Police Officer's Association.

Documents:

[EPOA CBA.PDF](#)

PROPOSED ACTION ITEMS:

(13) CB 2512-88 – 2nd Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "Pedestrian Safety RRFB – Everett Ave & 79th PI SE" Fund 303, Program 136, To Accumulate All Costs For The Improvement. (3rd & Final Reading 1/14/26)

Documents:

[CB 2512-88.PDF](#)

(14) CB 2512-89 – 2nd Reading - Adopt An Ordinance Amending Ordinance No. 4010-24 Entitled, "Walter E. Hall Park Community Connections Path", Fund 354, Program 094 To Accumulate All Costs For The Project. (3rd & Final Reading 1/14/26)

Documents:

[CB 2512-89.PDF](#)

(15) CB 2512-90 – 2nd Reading - Adopt An Ordinance Creating A Special Improvement Project Entitled "I-5/US-2 Interim Ramp Improvements" Fund 303, Program 135, To Accumulate All Costs For The Improvement. (3rd & Final Reading 1/14/26)

Documents:

[CB 2512-90.PDF](#)

BRIEFING & PROPOSED ACTION ITEM:

(16) CB 2512-91 – 1st Reading - Adopt An Ordinance For Everett 2044 Housekeeping Amendments To Development Regulations Recently Adopted Through The Everett 2044 Periodic Update, Amending EMC Chapters 14.16, 19.03, 19.04, 19.05, 19.06, 19.08, 19.09, 19.13, 19.22, 19.25, 19.34, 19.35, 19.38, 19.39, And 19.40. (Public Hearing 1/14/26, 3rd & Final Reading 1/21/26)

Documents:

[CB 2512-91.PDF](#)

ACTION ITEMS:

(17) Authorize The Mayor To Sign The Interlocal Agreement With Snohomish County For Participation In The Downtown Improvement District For The 2026–2030 Term.

Documents:

[SNOHOMISH COUNTY DID ILA.PDF](#)

(18) Nomination And Election Of Council President / Mayor Pro Tempore; Followed By Nomination And Election Of Vice President For The Year 2026.

Documents:

[ELECTION OF COUNCIL PRESIDENT AND VICE PRESIDENT.PDF](#)

Executive Session

Adjourn

PARTICIPATION IN REMOTE COUNCIL MEETINGS

- Participate remotely via Zoom by registering to speak at everettwa.gov/speakerform. You must register no later than 30 minutes prior to the meeting. You may contact the Council office at 425.257.8703 or aely@everettwa.gov and identify the topic you wish to address.
- Provide written public comments by email to Council@everettwa.gov or mail to 2930 Wetmore Avenue, Suite 9A, Everett, WA 98201. Emailing comments 24 hours prior to the meeting will ensure your comment is distributed to councilmembers and appropriate staff.
- Persons seeking to comment on non-agenda items may be asked to submit the comments in writing if the comment does not address an issue of broad public interest.

AGENDAS, BROADCAST AND RECORDINGS

- The Council agendas and meeting recordings can be found, in their entirety, at everettwa.gov/citycouncil.
- Watch live meetings and recordings at [YouTube.com/EverettCity](https://www.youtube.com/EverettCity).

CONTACT THE COUNCIL

If you do not wish to participate in the meeting, we provide these other methods of contacting your elected officials: Email the Council at Council@everettwa.gov or call the Council offices at 425.257.8703.

The City of Everett does not discriminate on the basis of disability in the admission or access to, or treatment in, its programs or activities. Requests for assistance or accommodations can be arranged by contacting the Everett City Council Office at 425.257.8703. For additional information, please visit our website at <https://www.everettwa.gov/3129/American-Disabilities-Act-ADA-and-Title->.



Whereas the claims payable by checks against the City of Everett for the period December 6, 2025 through December 12, 2025, having been audited and approved by the proper officers, have been paid and the disbursements made by the same, against the proper funds in payment thereof, as follows:

| Fund | Department | Amount |
|--------------------|--------------------------|---------------|
| 002 | General Funds | 28.76 |
| 003 | Legal | 40,261.36 |
| 004 | Administration | 6,250.00 |
| 005 | Municipal Court | 8.40 |
| 007 | Human Resources | 8.40 |
| 009 | Misc Financial Funds | 141,535.50 |
| 010 | Finance | 15,458.06 |
| 015 | Information Technology | 4.20 |
| 021 | Planning & Community Dev | 90.45 |
| 026 | Animal Shelter | 1,599.90 |
| 030 | Emergency Management | 84.33 |
| 031 | Police | 2,704.78 |
| 032 | Fire | 7,085.51 |
| 038 | Facilities Maintenance | 515.50 |
| TOTAL GENERAL FUND | | \$ 215,635.15 |

| Fund | Department | Amount |
|------|----------------------------------|------------|
| 101 | Parks & Recreation | 3,161.21 |
| 110 | Library | 26,200.52 |
| 112 | Municipal Arts | 22,597.39 |
| 114 | Conference Center | 1,200.00 |
| 120 | Public Works - Streets | 9,091.35 |
| 126 | MV-Equip. Replacement Reserve | 24,033.22 |
| 130 | Develop & Const Permit Fees | 75.81 |
| 138 | Hotel/Motel Tax Fund | 7,099.00 |
| 145 | Cum Res/ Real Prop Acq. | 7,687.50 |
| 146 | Property Management | 41,428.22 |
| 148 | Cum Res/Parks | 79.25 |
| 149 | Senior Center Reserve | 20,833.33 |
| 152 | Cum Res/Library | 896.75 |
| 153 | Emergency Med Svc | 7,795.71 |
| 155 | Capital Reserve Fund | 104,251.28 |
| 156 | Criminal Justice | 28,631.94 |
| 162 | Capital Projects Reserve | 7,057.17 |
| 197 | CHIP Loan Program | 22,912.81 |
| 303 | Public Works Impr. Projects | 202.50 |
| 308 | Riverfront Development | 24,007.50 |
| 336 | Water & Sewer Sys Improv Project | 199.80 |
| 342 | City Facilities Const. | 38,581.25 |
| 354 | Parks Capital Const. | 2,100.00 |
| 401 | Public Works-Utilities | 364,008.78 |
| 402 | Solid Waste Utility | 35,789.42 |
| 425 | Public Works-Transit | 100,288.45 |
| 440 | Golf | 33,052.55 |
| 501 | MVD - Trans Services | 28,012.61 |
| 503 | Self-Insurance | 34,415.30 |
| 637 | Police Pension | 41,822.59 |
| 638 | Fire Pension | 62,182.58 |
| 665 | Other Special Agency Funds | 29,458.42 |

Councilperson introducing Resolution

Councilperson introducing Resolution

Passed and approved this _____ day of _____, 2026

| | |
|---------------------|---------------------|
| TOTAL CLAIMS | 1,344,789.36 |
|---------------------|---------------------|

Council President



Whereas the claims payable by checks against the City of Everett for the period December 13, 2025 through December 19, 2025, having been audited and approved by the proper officers, have been paid and the disbursements made by the same, against the proper funds in payment thereof, as follows:

| Fund | Department | Amount |
|--------------------|------------------------------|---------------|
| 001 | City Council | 491.53 |
| 002 | General Funds | 17,269.84 |
| 003 | Legal | 1,444.21 |
| 004 | Administration | 339.65 |
| 005 | Municipal Court | 497.57 |
| 007 | Human Resources | 416.55 |
| 009 | Misc Financial Funds | 38,238.09 |
| 010 | Finance | 1,021.52 |
| 015 | Information Technology | 76.38 |
| 018 | Communications, Mktg & Engag | 3,500.00 |
| 021 | Planning & Community Dev | 906.98 |
| 024 | Public Works-Engineering | 13,278.46 |
| 026 | Animal Shelter | 262.72 |
| 030 | Emergency Management | 122.22 |
| 031 | Police | 3,717.02 |
| 032 | Fire | 39,708.77 |
| 038 | Facilities Maintenance | 385.60 |
| TOTAL GENERAL FUND | | \$ 121,677.11 |

| Fund | Department | Amount |
|------|----------------------------------|--------------|
| 101 | Parks & Recreation | 10,229.17 |
| 110 | Library | 16,809.81 |
| 112 | Municipal Arts | 28,483.00 |
| 120 | Public Works - Streets | 15,769.35 |
| 130 | Develop & Const Permit Fees | 710.00 |
| 146 | Property Management | 37,379.34 |
| 151 | Fund for Animals | 6,648.95 |
| 152 | Cum Res/Library | 5,598.20 |
| 153 | Emergency Med Svc | 26,459.67 |
| 155 | Capital Reserve Fund | 46,539.79 |
| 156 | Criminal Justice | 302.09 |
| 162 | Capital Projects Reserve | 15,922.00 |
| 197 | CHIP Loan Program | 14,358.75 |
| 198 | Comm Dev Block Grants | 9,399.17 |
| 303 | Public Works Impr. Projects | 2,069,120.97 |
| 336 | Water & Sewer Sys Improv Project | 361,675.77 |
| 342 | City Facilities Const. | 741,439.18 |
| 354 | Parks Capital Const. | 214,302.18 |
| 401 | Public Works-Utilities | 293,417.71 |
| 425 | Public Works-Transit | 9,894.62 |
| 430 | Public Works-Transit | 115.40 |
| 440 | Golf | 13,555.51 |
| 501 | MVD - Trans Services | 1,300.06 |
| 503 | Self-Insurance | 99,891.92 |
| 637 | Police Pension | 513.90 |
| 661 | Claims | 66,605.04 |
| 670 | Custodial Funds | 3,216.00 |

Councilperson introducing Resolution

| | |
|---------------------|---------------------|
| TOTAL CLAIMS | 4,231,334.66 |
|---------------------|---------------------|

Passed and approved this _____ day of _____, 2026

Council President



Whereas the claims payable by checks against the City of Everett for the period December 20, 2025 through December 26, 2025, having been audited and approved by the proper officers, have been paid and the disbursements made by the same, against the proper funds in payment thereof, as follows:

| Fund | Department | Amount |
|--------------------|--------------------------|---------------|
| 002 | General Funds | (9,145.18) |
| 003 | Legal | 133,067.33 |
| 005 | Municipal Court | 931.65 |
| 009 | Misc Financial Funds | 16,766.40 |
| 021 | Planning & Community Dev | 665.00 |
| 024 | Public Works-Engineering | 139,744.79 |
| 026 | Animal Shelter | 445.17 |
| 031 | Police | 4,825.00 |
| 032 | Fire | 1,089.30 |
| 038 | Facilities Maintenance | 306.00 |
| TOTAL GENERAL FUND | | \$ 288,695.46 |

| Fund | Department | Amount |
|--------------|----------------------------------|--------------|
| 101 | Parks & Recreation | 5,941.36 |
| 110 | Library | 9,172.25 |
| 120 | Public Works - Streets | 2,897.00 |
| 138 | Hotel/Motel Tax Fund | 34,442.50 |
| 146 | Property Management | 5,906.88 |
| 152 | Cum Res/Library | 257.81 |
| 153 | Emergency Med Svc | 422.70 |
| 156 | Criminal Justice | 49,193.00 |
| 303 | Public Works Impr. Projects | 71,257.10 |
| 336 | Water & Sewer Sys Improv Project | 259,556.93 |
| 354 | Parks Capital Const. | 244,428.22 |
| 401 | Public Works-Utilities | 141,764.55 |
| 402 | Solid Waste Utility | 1,578.42 |
| 425 | Public Works-Transit | 53,455.29 |
| 430 | Public Works-Transit | 735.35 |
| 501 | MVD - Trans Services | 173,108.59 |
| 503 | Self-Insurance | 4,316.56 |
| 508 | Health Benefits Reserve | 22,066.66 |
| 637 | Police Pension | 4,174.87 |
| 638 | Fire Pension | 3,288.60 |
| 661 | Claims | (139.62) |
| TOTAL CLAIMS | | 1,376,520.48 |

Councilperson introducing Resolution

Passed and approved this _____ day of _____, 2026

Council President

RESOLUTION NO. _____

Be it Resolved by the City Council of the City of Everett:

That the claims made by electronic transfer against the City of Everett for the month November 1 through November 30 2025, having been audited, be and the same are hereby approved, and the proper officers are hereby authorized and directed to charge claims made by electronic transfer against the proper funds in payment thereof, as follows:

| <u>Fund</u> | <u>Department</u> | <u>Amount</u> |
|-------------------------------|------------------------------|---------------------|
| 002 | General Fund | 216,335.48 |
| 101 | Park | 15,881.49 |
| 110 | Library | 4,634.55 |
| 112 | Community Theater | 338.12 |
| 119 | Public Works - Street Imp | 335.59 |
| 120 | Streets | 11,045.51 |
| 126 | Moter Vehicle/Equip Repl | 6,429.00 |
| 145 | ESCROQ | 415.00 |
| 146 | Parking Lot Reserve | 15,825.49 |
| 151 | Animal Reserve | 18,180.68 |
| 152 | Library Reserve | 1,449.52 |
| 153 | EMS | 13,936.21 |
| 155 | Gen Gov Spec Proj | 2,536.86 |
| 156 | Criminal Justice | 31,359.09 |
| 197 | CHIP | 711.33 |
| 336 | Water/Sewer System Imrpov | 2,274.07 |
| 342 | City Facilities Construction | 3,402.74 |
| 401 | Utilities | 475,447.41 |
| 402 | Solid Waste Utility | 2,670.00 |
| 425 | Transit | 41,797.91 |
| 430 | Everpark Garage | 3,083.89 |
| 440 | Golf | 154,518.83 |
| 501 | Transportation Services | 100,711.72 |
| 503 | Self-Insurance Fund | 296,931.88 |
| 505 | Computer Reserve Fund | 14,232.91 |
| 507 | Telecom | 31,487.99 |
| 508 | Health Benefits Reserve | 1,632,926.79 |
| 637 | Police Pension | 106,686.08 |
| 638 | Fire Pension | 77,777.67 |
| 661 | Payroll Withholding | 5,525,297.01 |
| 670 | Custodial Funds | 13,440.70 |
| TOTAL CLAIMS | | |
| BY ELECTRONIC TRANSFER | | 8,822,101.52 |

Councilmember Introducing Resolution

Passed and approved this ____ day of _____, 2026

Council President



RESOLUTION NO. _____

Be it resolved by the City Council of the City of Everett:

That the payroll of the employees of the City of Everett as of December 13, and checks issued December 19, 2025, having been audited, be and the same is hereby approved and the proper officers are hereby authorized and directed to charge checks on the Payroll Fund in payment thereof:

| Fund | Department | Gross Payroll | Employer Contributions |
|-------------|------------------------------|------------------------------|-----------------------------------|
| 001 | Legislative | 13,741.45 | 7,191.57 |
| 003 | Legal | 97,869.51 | 23,803.57 |
| 004 | Administration | 44,909.10 | 6,918.04 |
| 005 | Municipal Court | 89,078.81 | 24,141.97 |
| 007 | Personnel | 55,452.96 | 14,943.09 |
| 010 | Finance | 102,174.47 | 28,281.84 |
| 015 | Information Technology | 129,324.78 | 35,047.12 |
| 018 | Communications and Marketing | 40,753.24 | 6,131.07 |
| 021 | Planning & Community Dev | 138,829.15 | 35,528.21 |
| 024 | Public Works | 242,850.25 | 68,377.20 |
| 026 | Animal Shelter | 63,875.45 | 20,002.18 |
| 030 | Emergency Management | 9,854.78 | 2,789.97 |
| 031 | Police | 1,319,262.19 | 314,174.86 |
| 032 | Fire | 769,886.09 | 189,851.42 |
| 038 | Facilities/Maintenance | 99,551.03 | 33,078.24 |
| 101 | Parks & Recreation | 131,304.21 | 45,621.92 |
| 110 | Library | 105,648.97 | 33,319.89 |
| 112 | Community Theatre | 9,108.97 | 2,585.23 |
| 120 | Street | 93,703.52 | 25,853.64 |
| 153 | Emergency Medical Services | 436,012.88 | 95,625.06 |
| 197 | CHIP | 8,663.90 | 1,848.54 |
| 198 | Community Dev Block | 4,110.32 | 1,132.12 |
| 401 | Utilities | 1,051,492.97 | 330,352.53 |
| 425 | Transit | 614,467.39 | 190,263.58 |
| 440 | Golf | 26,998.58 | 10,954.98 |
| 501 | Equip Rental | 88,740.58 | 29,353.02 |
| | | <u><u>\$5,787,665.55</u></u> | <u><u>\$1,577,170.86</u></u> |

Councilperson Introducing Resolution

Passed and approved this _____ day of _____, 2026.

Council President

Project title: Award and Authorize the Mayor to sign the Change Order for Security Cameras and Installation Services From CDW-Government LLC Using the King County Directors' Association (KCDA) Contract #022-G/COE #2022-073

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 1/7/26
Action
Ordinance
Public hearing
Yes x No

Budget amendment:
Yes x No

PowerPoint presentation:
Yes x No

Attachments:
Change Order

Department(s) involved:
Procurement & Parks

Contact person:
Theresa Bauccio-Teschlog

Phone number:
425-257-8901

Email:
tbauccio@everettwa.gov

Initialed by:
MEB
Department head

Administration

Council President

Project: Municipal Court Security Camera Upgrades Change Order

Partner/Supplier: CDW-Government LLC

Location: 3028 Wetmore Avenue, Everett, WA 98201

Preceding action: [6/4/2025](#) award contract for the Purchase of Security Cameras and Installation Services
[8/28/24](#) Adopt an Ordinance creating a Special Construction Project entitled "Municipal Court Security Camera Upgrades Project", Fund 342, Program 045, to accumulate construction costs for the project.

Fund: Fund 342, Program 045 (CIP 1)

Fiscal summary statement:

The final reading for funding this project was approved by the City Council on August 28, 2024. This created a special improvement project titled "Municipal Court Security Camera Upgrades" Fund 342, Program 045, to accumulate all costs for the project. Ordinance No. 4040-24 was put into effect on September 12, 2024.

The initial cost of this project was \$322,521.16, including Washington state sales tax. The change order increases the contract amount by \$14,421, plus estimated sales tax of \$1,427.68, for a total of \$15,848.68, bringing the total project cost to \$338,369.84. This purchase is brought before the Council for award in compliance with the Procurement Policy.

Project summary statement:

The Municipal Building was constructed in 2013, and the existing CCTV cameras have reached the end of their useful life and require replacement. To enhance overall security, 35 high-definition cameras will be installed throughout the public-facing areas of the building's interior and exterior.

The change order provided by CDW-Government LLC adds an additional three cameras in the Clerk's area and installs an owner-supplier dual lense camera in each of the courtrooms.

The equipment and labor are available for purchase from CDW-Government LLC through the King County Directors' Association (KCDA) competitively bid contract #022-G/City of Everett contract #2022-073. The City has an interlocal cooperative purchasing agreement with KCDA that allows for purchases from its competitively awarded contracts instead of soliciting bids on our own.

Recommendation (exact action requested of Council):

Award and authorize the Mayor to sign the Change Order for security cameras and installation services from CDW-Government LLC using the King County Directors' Association (KCDA) Contract #022-G/City of Everett contract #2022-073 in the amount of \$14,521.00, not including Washington state sales tax.

CHANGE ORDER

| | | |
|-----------------------------|--|---|
| Project Name: | City of Everett - Municipal Courts Camera Installation | Project Manager: Chris King 760.557.0562 chris.king@cdw.com |
| Customer Name: | City of Everett | |
| CDW Affiliate: | CDW Government, LLC | |
| Drafted By: | Chris King | |
| Effective Date: | December 3, 2025 | Requesting Party: Sean McLellan |
| Contract#/Change ID: | 123351 - 03 | |

This change order (“**Change Order**” or “**CO**”) is made and entered into this December 3, 2025 (the “**Effective Date**”) by and between the undersigned, CDW Government, LLC (“**Seller**” and “**we**”), and City of Everett (“**Customer**” and “**you**”), and amends that certain City of Everett - Municipal Courts Camera Installation Statement of Work made effective June 9, 2025

CHANGE DESCRIPTION

This Change Order modifies the SOW and any previous Change Orders. The changes are detailed below:

This Change Order adds additional estimated units as per the table below.

Installation of three (3) cameras in the clerks area

Installation of two (2) customer owned dual lense cameras (from original scoped install project) in two courtrooms, qty one (1) per courtroom

ADDITIONAL PRICING

This Change Order will incur additional fees that will be charged in addition to the fees provided in the SOW. The new fees are detailed below:

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$14,421.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone, as specified in Table 1.

Table 1 – Services Fees

| Project Milestones | Percentage | Fees |
|---------------------|-------------|---------------------|
| Signed Change Order | 100% | \$14,421 |
| Totals | 100% | \$ 14,421.00 |

SIGNATURES

In acknowledgement that the parties below have read and understood this Change Order and agree to be bound by it, each party has caused this Change Order to be signed and transferred by its respective authorized representative.

CDW Government, LLC

By: _____
signature

Name: Dario Bertocchi

Title: VP Contracting Operations

Date: _____

☐ The following Manager has given approval:

City of Everett

By: _____
signature

Name: Cassie Franklin

Title: Mayor

Date: _____

Project title: Award the construction contract for the RRFB Pedestrian Safety Project to Earthwork Solutions in the amount of \$715,108.86

Council Bill #**Agenda dates requested:**

Briefing
Proposed action
Consent: 01/07/26
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Bid Summary, Vicinity Map

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

425-257-8809

Email:

thood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Consideration: Award of Construction Contract

Project: RRFB Pedestrian Safety – WO 3087

Partner/Supplier : Earthwork Solutions

Location: RRFB Pedestrian Safety Project

Preceding action: Call for Bids [11/05/2025](#)

Fund: Fund 303, Public Works Improvement Projects

Fiscal summary statement:

The programmed available funding established by City Ordinance No. 4117-25 is \$1,310,000

Project summary statement:

The project aims to enhance pedestrian safety at three key locations: (1) Sievers Duecy Road near Phil Johnson Ballfields, where a new marked crosswalk with a rapid flashing beacon, median, and curb bulb-outs will be installed to shorten crossing distances; (2) East Marine View Drive at Summit Avenue near Jackson Ballfields, where a pedestrian-activated half-signal will be added on a four-lane roadway with heavy truck traffic near the I-5 ramps; and (3) East Marine View Drive at 10th Street adjacent to a senior retirement apartment complex, where a rapid flashing beacon will be installed on a two-lane roadway with a median and significant truck traffic.

Bids were opened on December 2, 2025, and ten (10) bid proposals were received for the construction project. Earthworks Solutions was the lowest responsible bidder at \$715,108.86. Public Works staff recommend that Earthworks Solutions be awarded the contract for the RRFB Pedestrian Safety construction project.

Recommendation (exact action requested of Council):

Award the Construction Contract for the RRFB Pedestrian Safety Project to Earthwork Solutions LLC in the amount of \$715,108.86.



CITY OF EVERETT
Public Works

BID OPENING

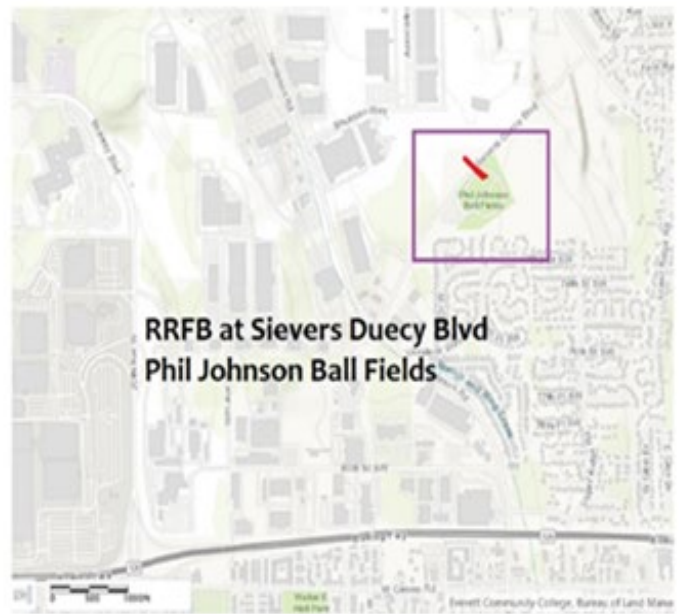
Date: 12/2/2025 @ 2:00 pm PST

Engineer's Estimate: \$833,151

Project: RRFB Pedestrian Safety, City of Everett, WA #3807

Contact: Laura Claywell, lclaywell@everettwa.gov

| Bidder | Bidder's Location/City | Total |
|--------------------------|------------------------|-----------------------|
| Transportation Systems | Sumner | 831,690 ⁰⁰ |
| Always Active Services | Shokomish | 755,476 ⁰⁰ |
| Larry Brown Construction | Bellingham | 845,733 ³⁰ |
| Liberty Electric | Taklila | 854,892 ⁴¹ |
| C. Denney | CARBONADO | 744,169 ⁷⁵ |
| FTS Excavation | Puyallup | 769,676 ⁵³ |
| Valdez | Oak Harbor | 879,265 ⁷⁶ |
| Kamins | Bothell | 735,776 ⁰⁰ |
| EARTHWORK SOLUTIONS | Arlington | 715,108 ⁸⁶ |
| MOECO | LAKE STEVENS | 748,536 ¹⁹ |
| | | |
| | | |



RRFB Pedestrian Safety Project W.O. 3807

 Project Locations

Project title: Award and Authorize 2026 Vehicle and Equipment Replacement Purchases from the Lowest-Priced, Best Available Source through Competitively Bid Cooperative Contracts

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 1/7/26
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Vehicle and Equipment
Replacement List

Department(s) involved:
Procurement & Motor
Vehicle Division

Contact person:
Theresa Bauccio-Teschlog

Phone number:
(425) 257-8901

Email:
tbauccio@everettwa.gov

Initialed by:
MEB
Department head

Administration

Council President

Project: Award and Authorize 2026 Vehicle and Equipment Replacement Funds to Purchase Vehicles and Equipment

Partner/Supplier: Various items as listed in the Vehicle and Equipment Replacement List

Location:

Preceding action: 2026 Vehicle and Equipment Replacement Budget Adoption

Fund: Various

Fiscal summary statement:

The General Government and Enterprise funds have budgeted funds for vehicle and equipment replacement in 2026, which include new vehicle and equipment purchases and associated upfits.

- Amount budgeted:
 - General Government fund – 126: \$1,080,000
 - Enterprise fund - \$820,000

Due to volatile market conditions and supply chain challenges, manufacturers have continued to impose unexpected and short-order windows with limited availability of desired vehicles and equipment. Therefore, vehicle or equipment requests are time-sensitive and require immediate placement of the order.

To prevent ordering delays, staff requests authorization to purchase vehicles from appropriate, competitively bid contracts as needed, using their budget authority as shown in the attached 2026 Vehicle and Equipment Replacement list.

Project summary statement:

Vehicles and equipment owned by the city are replaced through an annual review process. The Motor Vehicle Division (MVD) generates a ten (10)-year replacement list through the fleet management system, assigning a score based on mileage, age, and lifetime maintenance costs. Based on these scores, MVD provides a 10-year replacement list to departments, which identifies vehicles and equipment that are due for replacement. A list is finalized and presented to the City Council for approval during the budget adoption process.

Original equipment manufacturers base their fiscal years on the federal fiscal year, rather than the calendar year. This results in ordering windows opening later in the city's fiscal year and requires a quick response to secure budgeted vehicles and equipment. Due to the changing nature of city work and the unavailability of some vehicles and equipment, departments may need to order different vehicles or equipment than initially anticipated. While the specific model of vehicle or equipment may change, the City will purchase from the lowest-priced, best-available source through competitively bid, cooperative contracts.

Recommendation (exact action requested of Council):

Award and authorize 2026 Vehicle and Equipment Replacement Purchases from the lowest-priced, best available source through competitively bid cooperative contracts.

| Department | Current Vehicle Number | Vehicle Type Being Replaced | Current Vehicle Mileage | Projected Replacement Vehicle | Budgeted Amount | Notes | Why Being Replaced besides 15 max points in FASTER |
|--|------------------------|---|-------------------------|--|-----------------|--|---|
| General Fund Departments | | | | | | | |
| Police - 031 | P0432 | Ford Police Interceptor Utility | 115,175 miles | Chevrolet Equinox | \$45,000 | detective / staff vehicle | |
| Police - 031 | P0351 | Ford Police Interceptor Utility | 99,929 miles | Ford Police Interceptor Utility | \$80,000 | patrol vehicle | |
| Police - 031 | P0435 | Ford Police Interceptor Utility | 105,843 miles | Ford Police Interceptor Utility | \$80,000 | patrol vehicle | |
| Police - 031 | P0375 | Ford Police Interceptor Utility | 101,728 miles | Ford Police Interceptor Utility | \$80,000 | patrol vehicle | |
| Police - 031 | P0438 | Ford Police Interceptor Utility | 106,404 miles | Ford Police Interceptor Utility | \$80,000 | patrol vehicle | |
| Police - 031 | P0453 | Ford Police Interceptor Utility | 113,602 miles | Ford Police Interceptor Utility | \$80,000 | patrol vehicle | |
| Police - 031 | P0391 | Ford Police Interceptor Utility | 101,305 miles | Ford Police Interceptor Utility | \$80,000 | patrol vehicle | |
| Police - 031 | P0396 | Ford Police Interceptor Utility | 110,126 miles | Ford Police Interceptor Utility | \$80,000 | patrol vehicle | |
| Fire - 032 | V0225 | 2010 Ford Escape Hybrid | 126,643 miles | Ford F-150 SSV/w canopy | \$75,000 | Fire Marshal vehicle | moved from 2025 and added \$25K from 2026 to original \$40K for vehicle |
| Parks & Facil- 101 | T0012 | 1995 Redih ML5460S Tilt-bed Manlift Trailer | N/A | Maxx-D Car Hauler A6x Drop-N-Load low angle approach trailer | \$37,500 | needed for moving spider lift and other lifts | |
| Parks & Facil- 101 | J0079 | 2007 CCC LET2-26 Garbage Truck | 124,354 miles | Avant 860 multi-function articulated loader, with attachments | \$150,000 | garbage being handled in other way; need multi-function machine | |
| Engineering - 024 | J0022 | Ford F-800 Large Bucket Truck | 4,597 hours | Ford F-550 gas bucket truck | \$212,500 | swapped from Parks & Facilities replacement to Traffic Engineering | needs of user group changed |
| 126 Replacement (General) Fund Budgeted Total: | | | | | \$1,080,000 | | |
| Non-General and Enterprise Fund Departments | | | | | | | |
| 401-Utilities | J0120 | 2013 Ford F-450 service truck | 67433 miles | Ford F-550 service truck | \$150,000 | Sewer | |
| 401-Utilities | T0082 | 2016 Eagle 14K 22 ft. trailer | N/A | 18K lb, 23 ft. deck gooseneck trailer | \$20,000 | Water Service | |
| 401-Utilities | T0032 | CH&E 6" trailer-mounted trash pump | 312 hours | like enclosed 6" trailer-mounted trash pump | \$60,000 | TSG | |
| 401-Utilities | ADDITION | N/A | N/A | 100kW or 175kW generator on trailer | \$50,000 | price estimate for 175kW generator on a trailer | |
| Transit - 425 | V0299 | 2018 Ford Police Interceptor Utility | 89,152 miles | Ford Transit cargo van or Ford Ranger pick-up truck | \$70,000 | Transit not sure what they want yet | |
| Transit - 425 | V0300 | 2018 Ford Police Interceptor Utility | 111,651 miles | Ford Transit cargo van or Ford Ranger pick-up truck | \$70,000 | Transit not sure what they want yet | |
| Golf - 440L | M0038 | 2001 Turfco Spreader | N/A | Turfco or Dakota Top Dresser | \$25,000 | Legion- will be ordered if funding is available | |
| Golf - 440L | M0006 | 1994 Toro 9110 Aerator | N/A | new aerator | \$25,000 | Legion- will be ordered if funding is available | |
| Golf - 440L | S0093 | 2002 John Deere Pro-Gator | N/A | new Pro-Gator | \$40,000 | Legion- will be ordered if funding is available | |
| Golf - 440L | S0130 | 2010 John Deere Fairway Mower | 2823 hours | new fairway mower | \$85,000 | Legion- will be ordered if funding is available | |
| Golf - 440W | S0092 | 2002 ExMark XP 60" Mower | 3428 hours | Ventrac unit with 3 accessories (mower deck, blower, and vacuum) | \$100,000 | Water Hall- will be ordered if funding is available | |
| Golf - 440W | S0133 | 2012 John Deere Fairway Mower | 2780 hours | new fairway mower | \$85,000 | Water Hall- will be ordered if funding is available | |
| Golf - 440W | M0027 | 1994 Toro 3200 Workman cart | 4498 hours | John Deere Pro-Gator or Toro Workman cart | \$40,000 | Water Hall- will be ordered if funding is available | |
| Various Non-General and Enterprise Funds Budgeted Total: | | | | | \$820,000 | | |
| TOTAL AMOUNT REQUESTED: | | | | | \$1,900,000 | | |

| Cooperative Contract | Contract Name |
|-------------------------------------|-----------------------------------|
| COE 2025-017/Snohomish Co. 24-031RB | Ford Fleet Vehicles |
| COE 2025-005/WA DES 28423 | Ford and Chevrolet Fleet Vehicles |
| COE 2025-103/Sourcewell 092922-TKI | Trailers |
| COE 2025-102/WA DES #00424 | Trailers |
| COE 2025-078/WA DES #28123 | Lawn and Grounds Equipment |
| COE 2025-100/Sourcewell #020223-AVT | Construction Equipment |
| COE 2023-035/Sourcewell #092222-CMM | Generators |
| COE 2025-101/Sourcewell #101221-HLD | Portable Pumps |



City Council Agenda Item Cover Sheet

Project title: Award Construction Contract for 36th Street CSO Storage and Regulator Modifications, Phase 2 project to Interwest Construction, Inc.

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 1/07/26
Action
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:
Bid Summary, Project Map

Department(s) involved:
Public Works

Contact person:
Tom Hood

Phone number:
425-257-8809

Email:
THood@everettwa.gov

Initialed by:
RLS
Department head

Administration

Council President

Project: 36th Street CSO Storage Improvements, UP3765 Phase 2

Partner/Supplier: NA

Location: 3600 Smith Avenue

Preceding action: Ordinance 4074-25 passed [2/12/25](#); permission to advertise authorized [7/9/25](#)

Fund: 336 – Water and Sewer System Improvements, Program 022

Fiscal summary statement:

This project is included in the current Public Works Capital Improvements Program for Sewer Infrastructure. The funding source for this project will be Fund 336 Water and Sewer System Improvements, Program 022. The programmed available funding established by City Ordinance No. 4074-25 is \$42,500,000.

The estimated cost for Phase 2 is \$35M.

Project summary statement:

Bid proposals for the 36th Street CSO Storage Improvements were opened on December 9, 2025. Eight (8) proposals were received. Interwest Construction, Inc. of Burlington, WA was the lowest responsive and responsible bidder with a proposal of \$20,955,622.10. The Engineer's estimate was \$30,880,000.00. City staff recommends awarding the construction contract to Interwest Construction, Inc.

This is Phase 2 of 2 for this project and will build a combined sewer overflow storage tank at 3600 Smit Ave, which is City-owned property south of the Everett Station Park and Ride Lot B. This project is anticipated to help bring the City into compliance with its NPDES permit for the SRO7 and SRO8 combined sewer outfalls and Agreed Order No. 11638 issued in 2015 by the Department of Ecology to reduce combined sewer overflow events.

Recommendation (exact action requested of Council):

Award the Construction Contract for the 36th Street CSO Storage Improvements project, UP 3765 Phase 2, to Interwest Construction, Inc. of Burlington, WA, in the amount of \$20,955,622.10.



CITY OF EVERETT
Public Works

BID OPENING

Date: 12/9/2025 @ 2:00 pm PST

Engineer's Estimate: \$30,880,000

Project: Everett 36th Street CSO Storage Facility Improvements, City of Everett, WA #UP-3765-2

Contact: Candice Au-Yeung, CAuyeung@everettwa.gov

| Bidder | Bidder's Location/City | Total |
|------------------------|------------------------|--------------------------|
| INTERWEST CONSTRUCTION | BURLINGTON | 20,955,422 ¹⁰ |
| WAISH CONSTRUCTION | SEATTLE | 29,825,246 ⁹¹ |
| IMCO | FERNDALE | 23,186,427 ²⁵ |
| STELAR J | WOODLAND | 22,198,151 ⁵⁰ |
| PROSPECT CONSTRUCTION | PUYALLUP | 21,361,179 ⁴⁸ |
| FIAT IRON DRAGADOS | RENTON | 28,395,248 ⁷⁵ |
| MSI | MILL CREEK | 21,641,270 ²⁰ |
| HARBOR PACIFIC | REDMOND | 24,898,941 ⁰⁰ |
| | | |
| | | |
| | | |
| | | |



Project title: Amendment No. 2 to the 2024 Professional Services Agreement with Brown and Caldwell for WFP eOM and AM/Maintenance Program Support

Council Bill #

Project: WFP eOM and AM/Maintenance Program Support

Partner/Supplier: Brown and Caldwell

Agenda dates requested:

Location: Water Filtration Plant

Preceding action: Amendment No. 1 ([02/05/2025](#))

Briefing

Fund: 401 – Water & Sewer Utility Fund

Proposed action

Consent 1/07/26

Action

Ordinance

Public hearing

Yes x No

Budget amendment:

Yes x No

PowerPoint presentation:

Yes x No

Attachments:

PSA

Department(s) involved:

Public Works

Contact person:

Jeff Marrs

Phone number:

(425) 257-8967

Email:

jmarrs@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Fiscal summary statement:

Amendment No. 2 increases the total compensation of the professional services agreement with Brown and Caldwell. Amendment No. 1 increase the contract total compensation to \$505,650.76. Due to an extension in the contract completion date, the budget will be increased by \$24,881, for a total revised compensation of \$530,531.76. Source of funds for this Amendment will be 401 – Water & Sewer Utility Fund.

Project summary statement:

In 2024 the City contracted with Brown and Caldwell (B&C) to assist in the development of a comprehensive Asset Management Program and assist in developing an electronic Operations and Maintenance (eO&M) SharePoint site for the Water Filtration Plant so both water and wastewater plants have similar operations and maintenance documentation accessibility, management and training capabilities.

In 2025 the contract was amended to include the completion of “quick win” activities that were identified while developing the comprehensive Asset Management Program. In addition, the City identified the need to develop an eO&M SharePoint site for the Transmission and Distribution (T&D) System to have consistent documentation accessibility, management and training across City facilities and systems.

Due to unanticipated operational limitations associated with ongoing capital improvement projects, as well as activities identified in the Asset Management Program requiring additional effort than originally anticipated, contract extension is necessary to ensure adequate time for completion of data collection for the eO&M manuals for WFP and the T&D System. Additional compensation will cover the project management expenses throughout the contract extension.

Amendment No. 2 to the 2024 Professional Services Agreement with Brown and Caldwell for WFP eOM and AM/Maintenance Program Support extends the term of the existing Professional Services Agreement to December 31, 2026.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 2 to the 2024 Professional Services Agreement with Brown and Caldwell for WFP eOM and AM/Maintenance Program Support to extend the contract completion date.



**AMENDMENT NO. 2
PROFESSIONAL SERVICES AGREEMENT**

This Amendment to Professional Services Agreement ("***Amendment***") is effective as of the date of last signature below, and is between the City of Everett, a Washington municipal corporation (the "***City***"), and the Service Provider identified below ("***Service Provider***"). The City and Service Provider are parties to the Professional Services Agreement described below, as may have been previously amended ("***Agreement***"). In consideration of the covenants, terms and conditions set forth below, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Service Provider agree to amend the Agreement as set forth below:

| | |
|--------------------------------|----------------------|
| Service Provider | Brown and Caldwell |
| City Project Manager | Jeff Marrs |
| | jmarrs@everettwa.gov |
| Original Agreement Date | 4/16/2024 |

| AMENDMENTS | | |
|--|--|---------------------|
| New Completion Date | If this Amendment changes the Completion Date, enter the new Completion Date: 12/31/2026 If no new date is entered, this Amendment does not change the Completion Date. | |
| New Maximum Compensation Amount | If this Amendment changes compensation, complete the following table. If the table is not completed, this Amendment does not change compensation. | |
| | Maximum Compensation Amount Prior to this Amendment | \$505,650.76 |
| | Compensation Added (or Subtracted) by this Amendment | \$24,881.00 |
| | Maximum Compensation Amount After this Amendment | \$530,531.76 |

| | |
|--|--|
| Changes to Scope of Work | Scope of Work is not changed by this Amendment Leaving selection as "Click for Dropdown Menu" means no change to Scope of Work. |
| Other Provisions | Enter other changes to the Agreement, if any. |
| Standard Amendment Provisions | Regardless of the date(s) on which this Amendment is signed by the parties, and regardless of any Agreement completion date(s) that may have been in the Agreement prior to this Amendment, the parties agree that the Agreement is deemed continuously in effect since the Original Agreement Date. |
| | This Amendment may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Amendment will be deemed an original signature and will be fully enforceable as an original signature. |
| | All provisions in the Agreement shall remain in effect except as expressly modified by this Amendment. From and after the effective date of this Amendment, all references to the Agreement in the Agreement are deemed references to the Agreement as modified by this Amendment. |

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the City and Service Provider have executed this Amendment.

**CITY OF EVERETT
WASHINGTON**

BROWN AND CALDWELL

Cassie Franklin, Mayor

Signature: _____

Name of Signer: Lynn Stephens

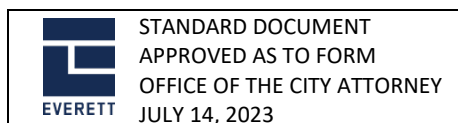
Signer's Email Address: lstephens@brwncald.com

Title of Signer: Senior Manager

Date

ATTEST

Office of the City Clerk



City of Everett – WFP and Transmission and Distribution eOM SharePoint

Project Understanding

The City of Everett (City) has identified the need to develop an electronic Operations and Maintenance (eOM) SharePoint site for the Water Filtration Plant (WFP) and the Transmission and Distribution (T&D) system. In 2024, the City engaged Brown and Caldwell (BC) to design and implement these eOM sites. This scope of work includes continued project management efforts and budget allocation to finalize the development of these sites.

Scope of Work Summary and Work Breakdown Structure

The scope of work for the Project includes 1 Tasks, which are identified in the following table.

| WFP and T&D eOM SharePoint | | | |
|----------------------------|--------------------|----------|-------------------------------|
| Phase No. | Phase Name | Task No. | Task Name |
| Phase 100 | Project Management | 101 | Additional Project Management |

Scope Task Descriptions

The task description below includes an objective statement, activities/approach, task assumptions, meetings, and work products including which service or item will be provided by BC and Everett staff to complete the task.

Phase 100 – Project Management

Phase 100 encompasses the management and oversight of all project activities. This includes managing the project scope, schedule, budget, and the preparation of monthly progress reports and invoices.

Activities/Approach: This phase includes the following activities:

- **Team Oversight:** Supervise project staff and manage team budget and schedule.
- **Monthly Reporting:** Prepare monthly project status reports detailing budget status, progress updates, and activities completed, accompanied by a monthly invoice.

City Responsibilities

- Review monthly status reports and supporting documentation for invoice and payment approval.

Task Assumptions

- PM coordination calls will be conducted as part of AM Program – Phase 1 scope of work.

Work Products

- Monthly progress reports and invoices

Phase 200 – WFP eOM SharePoint

Phase 200 includes a 4% escalation of remaining budget at end of 2025 (\$1,504).

Phase 800 – T&D eOM SharePoint

Phase 800 includes a 4% escalation of remaining budget at end of 2025 (\$1,668).

Schedule

The amendment NTP is anticipated January 1, 2026, and will be completed by December 31, 2026.

Budget

The estimated budget for this effort is \$28,053. The assumptions for the labor hours and staff are provided below.

Phase 200 and 800 costs do not include labor hours, they are based on a 4% escalation of remaining budget.

| Everett eOM and AM Program Support | | | | | | | | | | | | | |
|------------------------------------|-------------------------------|---------------|------------------|-----------|--------------|----------------------|-------------------|--------------------|-----------------------|------------|--------------------|----------------------|--------------|
| | | Hansa Keswani | Emily Murphy | Diane Yan | Susan Nguyen | Lynn Stephens | | | Other Travel Expenses | | | | |
| Phase | Phase Description | PM | PM (Upon Return) | PA | Billing | Accountable Approver | Total Labor Hours | Total Labor Effort | | Total ODCs | Total Expense Cost | Total Expense Effort | Total Effort |
| | | \$314 | \$240 | \$119 | \$91 | \$334 | | | | | | | |
| 100 | Project Management | 24 | 32 | 48 | 36 | 2 | 142 | 24,881 | 0 | 0 | 0 | 0 | 24,881 |
| 101 | Additional Project Management | 24 | 32 | 48 | 36 | 2 | 142 | 24,881 | 0 | 0 | 0 | 0 | 24,881 |
| 200 | WFP eOM SharePoint | 0 | 0 | 0 | 0 | 0 | 0 | 1,504 | | | | | 1,504 |
| 800 | T&D eOM SharePoint | 0 | 0 | 0 | 0 | 0 | 0 | 1,668 | | | | | 1,668 |
| GRAND TOTAL | | 24 | 32 | 48 | 36 | 2 | 142 | 24,881 | 0 | 0 | 0 | 0 | 28,053 |

Hours and Dollars are rounded to nearest whole number. To display decimals, change the format of the cells.

Project title: Amendment to the Washington Department of Fish and Wildlife grant agreement

Council Bill #

Project: Regreen Everett behavior change campaign

Partner/Supplier: Washington Department of Fish and Wildlife

Agenda dates requested:

Location: Everett Basins: Swamp Creek and North Creek

Preceding action: WDFW Grant Agreement approved [8-30-2023](#)

Fund: 401 – Water & Sewer Utility Fund

Briefing

Proposed action

Consent 1/07/26

Action

Ordinance

Public hearing

Yes x No

Budget amendment:

Yes x No

PowerPoint presentation:

Yes x No

Attachments:

Contract Amendment

Department(s) involved:

Public Works, Admin

Contact person:

Kathleen Baxter

Phone number:

425-257-8875

Email:

KBaxter@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Fiscal summary statement:

This is a no cost amendment.

Amendment No. 2 reallocates funding from completed tasks to further support deliverables on other tasks, as detailed in the Statement of Work. Additionally, this amendment extends the grant period end date to June 30, 2027.

Project summary statement:

This grant funds engaging urban property owners in two city of Everett basins, Swamp creek and North creek, at the headwaters of Lake Washington to increase vegetation in riparian management zones thereby improving water quality and watershed resilience to climate change.

The North creek basin was identified as a priority basin through the City's Stormwater Management Action Plan (SMAP), a requirement of the 2019 – 2024 NPDES permit. One of the key opportunities identified in the Plan was to enhance stream buffers by collaborating with existing property owners. This grant directly advances that objective.

This four-year grant will identify and survey near-stream properties and local stakeholders to ascertain the barriers, benefits and motivators to adopting revegetation practices, which will inform the design of this incentive-based campaign. The campaign will be implemented in two phases: a pilot and a revised pilot to encourage increased participation of Swamp and North creek property owners. Snohomish Conservation District is the sub-recipient for this grant.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign Amendment No. 2 with the Washington Department of Fish and Wildlife.



CONTRACT AMENDMENT

TITLE: Regreen Everett Behavior Change Campaign

CONTRACTOR: City of Everett

AMENDMENT EFFECTIVE DATE:
11/01/2025

WDFW NUMBER: 23-23154 (Original)

AMENDMENT NUMBER: 2 (25-28801)

AMENDMENT VALUE: \$0.00

Regardless Date of Execution

CONTRACT END DATE:
06/30/2027

The above-referenced Contract between the State of Washington, Department of Fish and Wildlife (WDFW); and City of Everett is hereby amended as follows:

- This project requested a no-cost amendment.
- The scope has increased with new additional deliverables; reallocating funds from completed tasks and distributing those funds throughout three other tasks to support successfully achieving the subaward goals, which is reflected in the updated budget and in the budget numbers in the attached Statement of Work.
- Effective date of the Amendment #2 is November 01, 2025
- Grant period end date is moved to June 30, 2027.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

CITY OF EVERETT

**WASHINGTON DEPARTMENT OF FISH
AND WILDLIFE**

Cassie Franklin, Mayor

Signature and Date

Approved as to Form:

Printed Name and Title

Tim Benedict, Deputy City Attorney

Attest:

City Clerk

Attachment D

STATEMENT OF WORK

Amendment # 2 – 25-8801

Regreen Everett Behavior Change Campaign

Subrecipient Organization: City of Everett

Investment Priority: Behavior Change

Action Agenda Strategy: Strategy #1 Smart Growth, Action #2 Reduce barriers to infill and redevelopment in high-growth areas

Implementation Strategy alignment: Land Development and Cover

Subaward Coalition: Snohomish Conservation District

Subrecipient Contacts:

Grant Manager: Apryl Hynes, ahynes@everettwa.gov, 425 257-8992 3200 Cedar St., Everett, WA 98201

Grant Admin: Shaun Bridge, sbridge@everettwa.gov, 425-257-8823, 3200 Cedar St. Everett WA, 98201

Fiscal Office: Tatiana Sarmiento, tsarmiento@everettwa.gov, 425-257-8744, 3200 Cedar St. Everett WA, 98201

Signatory Authority: Cassie Franklin, cfranklin@everettwa.gov, 425-257-7112, 3200 Cedar St. Everett WA, 98201

Habitat Strategic Initiative Lead (HSIL) Contacts:

Subaward Manager: Damari Peralez-Long | damari.peralez-long@dfw.wa.gov, 564-233-9813 | 1111 Washington St. SE Olympia, WA 98504

Subaward Admin email: nep.grants@dfw.wa.gov

Effective Date: August 1, 2023

Amendment 1 Effective Date: January 15, 2024

Amendment 2 Effective Date: January, 15, 2026

Expiration Date: June 30, 2027

Not to Exceed: \$ 440,015

OVERVIEW

This project will engage urban property owners at the headwaters of Lake Washington (Sammamish River Watershed) to increase vegetation in riparian management zones in two city of Everett basins, Swamp and North creek thereby improving water quality and watershed resilience to climate change. These basins were evaluated using a prioritization tool called FutureShed, which ranks each basin, from most impaired due to impervious area to least impaired by impervious area. The analysis showed both basins have the highest impairment levels and best potential for improvement through developing underutilized lands and road retrofits. The City's PROS (Parks, Recreation and Open Space) plan also identified Swamp and North creek as having less than twenty-five percent tree canopy and higher contingents of vulnerable populations that need resources, opportunity and investment to help connect them to green and natural spaces. The WRIA 8 Chinook Salmon Conservation Plan (2005) and the WRIA 8 10-Year Update of the Salmon Conservation Plan (2017) identified riparian planting and streamside landowner outreach and education about riparian stewardship and BMP implementation as key implementation strategies needed to protect and increase watershed resilience to climate change. This project will design and implement an urban stream regreen campaign, working with individual property owners in riparian management zones to increase plantings. The initial phase will identify and solicit input from property owners and local stakeholders to ascertain the barriers, benefits, and motivators to adopting this practice, which will then inform the campaign's design elements. After the initial pilot is evaluated, a year 2 launch will work to increase reach and larger contiguous clusters (or regreen clusters) in areas where property owners initially took advantage of the pilot.

Under the Land Development & Cover habitat implementation strategy to reduce barriers to infill and redevelopment in UGAs, there is a key opportunity in the Action Agenda to "improve the well-being of people living in high-growth areas by clearly defining needs for and increasing access to green spaces". This project makes progress towards this outcome by increasing people's connection to nature, plants, trees, and water in their own backyards. Environmental justice priorities are addressed by targeting two specific basins within the city of Everett that have been shown to have the following combined environmental and demographic indicators:

- High population density
- High density of People of Color
- Low median income
- Little to no immediate access to a park or a trail
- Prevalence of "heat islands" or areas with high impervious surfaces, coupled with a lack of tree canopy
- Close proximity to heavy traffic roads which impact local air quality and other environmental health factors
- Less than twenty percent tree canopy

Given that this is a behavior change campaign, time will be spent on outreach and stakeholder questionnaires to identify the barriers, challenges and opportunities this community (or audience) has to this specific behavior. Information collection through questionnaires will not be funded through this subaward (i.e. will be conducted with non-EPA funds). Once these barriers are identified, social marketing principles will be engaged to design an incentivized approach that addresses, or all together removes, some of the possible barriers to action. By utilizing private property owners who live within riparian management zones, we hope to provide the first of many solutions that can start to make a difference to some of the environmental factors or disparities within North and Swamp creek - to take a step towards working collaboratively to build healthy, sustainable communities.

GOALS & MEASURABLE OBJECTIVES

The goal of this project is to incorporate social marketing principles to strategically address local stream water quality degradation and elevate the wellbeing of its residents living in high-growth areas by pinpointing opportunities where property owners can restore riparian areas. The key objective is to design a campaign that addresses the motivations and barriers this audience may have to implementing habitat protection on their property. Once the pilot campaign is executed, the effectiveness of the incentive-based pilot will be evaluated and then modified with the goal of increasing participation the following year. This secondary effort will enhance the campaign's reach by not only retaining previous successful campaign elements but amplifying the momentum from word-of-mouth and neighborhood visibility of the pilot campaign. This will improve the likelihood of contiguous tree canopy and vegetation along multiple, clustered properties in riparian areas of North and Swamp creek.

The desired outputs for this campaign include:

- A successful pilot campaign that identifies and addresses at least some of the barriers and motivators to property owners installing and planting trees on their properties.
- Amplified participation in the second year of the campaign to increase clustering of riparian buffering.
- Increased vegetation in North and Swamp creek riparian management zone.
- Expanded tree canopy and riparian forest cover in local urban streams.

The desired outcomes for this campaign include:

- Reduced water quality concerns.
- Increased government engagement in overburdened communities.
- Improved community engagement with local water quality issues.
- Increased watershed resilience to impacts from climate change including stream flow and water temperature.

TASKS & DELIVERABLES

The City of Everett (hereafter referred to as the subrecipient) will manage all project components, including but not limited to subcontract(s), invoice submission, budget, and deliverable completion and submission. The subrecipient will submit deliverables and invoices to the Habitat Strategic Initiative Lead (HSIL) subaward manager. Deliverables and invoice submission procedures are described in the [HSIL Subrecipient Manual](#).

The following are tasks, deliverables, and target completion dates associated with this this subaward:

TASK 1. Project Development

This task must be completed before initiating any other work under this subaward. **Work completed on other tasks prior to completion of Task 1 may be ineligible for reimbursement.**

1.1 DEVELOP PROJECT PLAN

The subrecipient will complete the project plan template describing the work necessary to achieve the subaward deliverables. The template includes a timeline, workplan, budget, project success measures, and storytelling metrics. The Habitat Implementation Strategy (IS) lead and subaward manager will have the opportunity to provide input on the template and establish mutual expectations. The template provides the framework for quarterly reporting (Task 2.1) and clear communication between the HSIL and the subrecipient.

1.2 CULTURAL RESOURCE REVIEW

HSIL facilitates the review of projects for potential impacts to cultural resources, except as those listed below.

State or Federally Managed Lands.

Cultural resources compliance for projects implemented on state or federally owned or managed lands will be the responsibility of the land managing agency, regardless of subrecipient.

Prior to ground disturbing work or alteration of a potentially historic or culturally significant structure, or release of final payments on an acquisition, the subrecipient must provide HSIL documentation from the state or federal land managing agency's cultural resources responsible official demonstrating compliance with all applicable cultural resource laws and regulations.

The subrecipient shall follow HSIL guidance and directives to assist it with such review as may apply. The subrecipient will work with the HSIL subaward manager to fulfill cultural resource review requirements. Costs associated with project review and evaluation of archeology and cultural resources are eligible for reimbursement under this agreement. Costs that exceed the budget grant amount shall be the responsibility of the subrecipient.

Task 5 may not begin until the required consultation and review processes and documentation have been approved by the HSIL in coordination with the WDFW Cultural Resources Division.

No work shall commence in the project area until the HSIL has provided a notice of cultural resources completion. The HSIL may require on-site monitoring for impacts to cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to cultural resource impacts or concerns. All cultural resources requirements for non-ground disturbing projects (such as acquisition or planning projects) must be met prior to final reimbursement.

At all times, the subrecipient shall take reasonable action to avoid, minimize, or mitigate adverse effects to cultural resources in the project area, and comply with any HSIL direction to manage adverse effects such as project re-design, relocation, or mitigation.

All federal or state cultural resources requirements under Governor's Executive Order 21-02 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any work on the project site. The subrecipient must agree to indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement.

Subrecipient shall comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

HSIL retains the right to terminate a project due to anticipated or actual impacts to cultural resources.

INADVERTENT DISCOVERY PLAN

Using the WDFW-provided template, the subrecipient will adopt an Inadvertent Discovery Plan (IDP). If subrecipients would like to use a template used by their organization, they will work with the HSIL Subaward Manager to ensure the

template contains all information required by WDFW Cultural Resources Division. Subrecipients are required to keep a copy of the IDP at all the project sites at all times.

If any archaeological or historic resources are found while conducting work under this Agreement, the subrecipient shall immediately stop work and notify:

HSIL/WDFW: HSIL Subaward Manager

DAHP: Dr. Lance Wollwage - 360-586-3064

HSIL/WDFW will contact any affected Tribe. Immediately stop any activity that may cause further disturbance to the archeological or historic resources.

If ground disturbing activities encounter human skeletal remains during construction, then all activity will cease that may cause further disturbance to those remains. The area of the find will be secured and protected from further disturbance until the State provides notice to proceed. The finding of human skeletal remains will be reported to the county medical examiner/coroner and local law enforcement in the most expeditious manner possible. The remains will not be touched, moved, or further disturbed. The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains (RCWs 68.50.645, 27.44.055, and 68.60.055).

INADVERTENT DISCOVERY PLAN TRAINING

Subrecipient will take an IDP training from a resource approved by the HSIL subaward manager. Subrecipient will submit documentation via email of IDP training completion including the type of training (in-person or virtual), the provider of training, training date, and staff trained.

Additional Cultural Resources Review and Consultation upon Work Zone Identification

When specific project "work zones" are identified,

1) HSIL will require the subrecipient to provide written documentation that project review and consultation has occurred as provided for in applicable local, state, and federal laws and regulations and that no adverse impacts/effects have been identified or agreement to mitigation has been reached. This documentation will be provided by a person meeting the Secretary of the Interior's qualifications for professional archaeologist and approved by the WDFW Cultural Resources Division.

- OR -

2) HSIL will continue consultation to identify whether any archaeological or historic archaeological site, historic building/structure or traditional/sacred place studies are needed before a project may proceed, as provided in EO 21-02. The subrecipient may need to provide supplemental information may include maps, monitoring, surveys, or other requirements contingent on consultation with tribes and the Department of Archaeology and Historic Preservation (DAHP).

PUGET SOUND

National Estuary Program

The following process will be followed:

- i. The subrecipient will submit the WDFW Cultural Resources Intake Form and provide a map or shapefile (polygons) of the project location(s).
- ii. Additionally, the subrecipient may provide written documentation that project review and consultation has occurred as provided for in applicable local, state, and federal laws and regulations and that no adverse impacts/effects have been identified or agreement on mitigation has been reached
- iii. WDFW will review the information submitted in (i) and (ii) and make one of the following determinations:
 - a. Subrecipient has provided sufficient documentation per (i) and (ii) may proceed or,
 - b. Project-specific consultation should be initiated with a specific supplementation information recommendation.
- iv. If a project-specific consultation is recommended, HSIL will initiate a project-specific consultation with the affected Tribes and Department of Archeological and Historic Preservation.
- v. Following the initial consultation, HSIL will confirm with subrecipient the required supplemental information required as deliverables under this Task.
- vi. Required supplemental information will be provided to HSIL for WDFW approval and communication to consulting parties.
- vii. Work may begin on related tasks when HSIL provides a notice to proceed.

SUMMARY OF TASK 1 DELIVERABLES -

| Deliverable Number | Deliverable | Target Completion Date |
|--------------------|---|--------------------------------------|
| 1.1 | Project Plan | October 10, 2023 |
| 1.2a | Completed Inadvertent Discovery Plan for non-ground disturbing work | April 10, 2024 |
| 1.2b | Documentation via email of IDP training completion | January 10, 2024 |
| 1.2c-i | WDFW Cultural Resources Intake Form and initial map or shape file (polygons) of project locations | July 10, 2024 |
| 1.2c-i | Map of individual project locations | October 10, 2025 October 10, 2026 |
| 1.2c-ii | Written documentation that project review and consultation has occurred | October 10, 2025 October 10, 2026 |
| 1.2c-iii | Supplementation information to be specified | January 10, 2026 |

TOTAL ESTIMATED COST FOR TASK 1: \$15,940

TASK 2. Project Administration and Reporting

Task 2 describes project administrative and reporting requirements. The subrecipient will refer to and comply with all underlying state and federal terms and conditions.

2.1 PROGRESS REPORTING AND INVOICING

The subrecipient will submit quarterly progress reports by the specified target completion dates to the subaward manager as described in the [HSIL Subrecipient Manual](#).

Quarterly reporting periods are:

| | | |
|-----------------------------|-------------------------|------------------|
| Quarter 1 reporting period: | January 1 – March 31 | Due April 10th |
| Quarter 2 reporting period: | April 1 – June 30 | Due July 10th |
| Quarter 3 reporting period: | July 1 – September 30 | Due October 10th |
| Quarter 4 reporting period: | October 1 – December 31 | Due January 10th |

Progress reports shall include:

- A description of:
 - Work completed for each task/deliverable during the reporting period, including what deliverables were completed and submitted during the reporting period.
 - Success measures or storytelling metrics completed during the reporting period.
 - Status updates for ongoing project tasks.
 - Challenges affecting task-specific or overall project completion date(s), scope of work, or costs.

The subrecipient will submit invoices at least quarterly, but no more frequently than monthly.

2.2 MINORITY BUSINESS ENTERPRISE/WOMEN BUSINESS ENTERPRISE AND VETERAN-OWNED BUSINESS (MWBE-VOB) REPORTING

Subrecipients will submit MBE/WBE utilization reports each year as required by EPA terms and conditions included in this contract. Reports will be in the format described in the [HSIL Subrecipient Manual](#) and will include all qualifying purchases or will clarify that no qualifying purchases were made. MBE/WBE reporting periods are from October 1 to September 30 annually. Reports are due to the subaward manager 15 calendar days after the end of each reporting period.

2.4 CONTRACTS AND SUBAWARDS

The subrecipient will pass-through funds through subawards to applicant coalition partners (Snohomish Conservation District) to achieve the goals of this subaward. The subrecipient will provide copies of the final pass-through agreement.

2.5 CLOSE-OUT FORM IN SMARTSIMPLE

The subrecipient will complete a final Close-out report using an HSIL provided template. The Close-out report will summarize methods, results, analyses, lessons learned, success of achieving success measures and recommendations for future work.

2.6 CLOSE-OUT REPORT

PUGET SOUND

National Estuary Program

The subrecipient will complete a final Close-out form using an HSIL provided template generated in SmartSimple. The Close-out form is intended to be an internal HSIL administrative report to document the successful completion of the project by the subrecipient.

SUMMARY OF TASK 2 DELIVERABLES -

| Deliverable Number | Deliverable | Target Completion Date |
|--------------------|---|---|
| 2.1 | Quarterly progress reporting, including update on undergrad student work. (Quarter 1) (Quarter 2) (Quarter 3) (Quarter 4) | Annually on April 10 Annually on July 10 Annually on October 10 Annually on January 10 |
| 2.2 | MBE/WBE Reporting | Annually on October 10 |
| 2.3 | Copy of executed pass-through agreements | January 10, 2024 |
| 2.4a | Draft Close-out Report | May 1, 2027 |
| 2.4b | Final Close-out Report that incorporates HSIL comments | June 1, 2027 |
| 2.5 | Close-out form | July 15, 2027 |

TOTAL ESTIMATED COST FOR TASK 2: \$50,910

TASK 3. Broader Impacts and Communication

The subrecipient will communicate project outcomes, lessons learned, and recommendations for next steps. The project factsheet, presenting at the Salish Sea Ecosystem Conference and participation in the HSIL subrecipient summit are required tasks. The subrecipient will also complete a webpage, story map, neighborhood workshops and presentation at one or more conferences.

3.1 PROJECT FACTSHEETS

Using the project factsheet template provided, the subrecipient will complete an initial one-page project factsheet at the outset of the grant and a final one-page factsheet at the end of the grant. The initial factsheet will provide an overview of the project and a brief description of the subrecipient's organization. The subrecipient will submit the initial factsheet with the first quarterly progress report. The subrecipient will submit the final factsheet at the end of the grant to summarize project outcomes, lessons learned, and next steps. The HSIL will make the factsheets publicly available through the website <https://pugetsoundestuary.wa.gov/>.

3.2 CONFERENCE ATTENDANCE AND PRESENTATION

Subrecipients are required to attend the Salish Sea Ecosystem Conference and submit an abstract for an oral or poster presentation. Conference registration documentation and, if accepted, a copy of the conference abstract and presentation, will be provided as deliverables. Provide documentation of “non-acceptance” if not accepted.

3.3 HSIL SUBRECIPIENT SUMMIT

HSIL is committed to building community and supporting knowledge exchange among HSIL subrecipients. HSIL will organize an annual gathering of active subrecipients to provide an opportunity for them to exchange information and connect on shared interests and goals for Puget Sound Recovery. Attendance at the Summit will be documented by the subrecipient submitting a one page PowerPoint slide summarizing the current status of their project via SmartSimple.

3.4 PRESENTATIONS AND WORKSHOPS

The subrecipient will present on project outcomes, recommendations, lessons learned and the results at one or more relevant conference(s) (e.g. [Municon](#) or [STORM](#) symposium) and a habitat restoration, behavior change or environmental justice focused conference or symposium (e.g. SPARKS conference). The HSIL will be notified one month prior to the presentation to allow adequate time for the HSIL to distribute to the list serve of the upcoming presentation. Subrecipient will seek pre-approval from the subaward manager for conference participation expenses proposed to be charged to this task. The subrecipient will also conduct at least annually a neighborhood education and outreach workshop and submit any workshop materials developed (attendance sheet, factsheet, brochures, postcards etc.). It is recommended that the subrecipient present after the Task 5 pilot is complete to solicit feedback to incorporate into the Task 6 “relaunch”.

3.5 WEBSITE & STORY MAP

The Subrecipient will develop a Regreen Everett Webpage and Story Map to educate the public on the new behavior change campaign and how the campaign is connected to the long-term, system scale recovery planning efforts for North and Swamp Creek. The Webpage and Story Map will integrate multiple initiatives highlighted on the City’s website including the Stormwater Management Action Plan ([SMAP](#)) which identifies North Creek as a priority basin and the [Sustainability and Climate Action Plan](#), which envisions Everett as a leader in sustainability, climate action and the green economy. The goal of the Regreen Everett Webpage and Story Map is to spotlight outreach in highly urbanized, overburdened communities; highlight antidotal stories of people’s increased connection to nature, plants, trees, and water; and underscore actions that individuals can take to improve water quality in their own backyard.

SUMMARY OF TASK 3 DELIVERABLES -

| Deliverable Number | Deliverable | Target Completion Date |
|--------------------|---|------------------------|
| 3.1a | Initial Project Factsheet | October 10, 2023 |
| 3.1b | Final Project Factsheet | June 1, 2027 |
| 3.2a | SSEC conference registration | April 10, 2026 |
| 3.2b | SSEC submitted conference abstract or documentation of “non-acceptance” | July 10, 2026 |

| | | |
|-------------------------------|--|---|
| 3.2c | If SSEC abstract accepted, copy of poster or presentation. | July 10, 2026 |
| 3.3a, 3.3b, 3.3c, 3.3d | Attendance at annual HSIL subrecipient summit | Annually on April 10, 2024 – April 10, 2027 |
| 3.4a | Conference abstracts and presentations | April 10, 2027 |
| 3.4b | Workshop materials developed | October 10, 2025 |
| 3.5a | Link to draft webpage and story map | October 10, 2026 |
| 3.5b | Link to final webpage and story map | June 1, 2027 |

TOTAL ESTIMATED COST FOR TASK 3: \$54,530

TASK 4. Social Marketing Research & Questionnaire Development

The subrecipient will perform formative social marketing research, a situational analysis, and audience questionnaires to shape the development of the Regreen Everett behavior change campaign. A cross-sectional advisory group of city staff, stakeholders, and partners will advise on the development of Task 4 to ensure equity and inclusion. A variety of audience research methods will be used to best design a behavior campaign with the intent to identify barriers, opportunities and social considerations that influence possible successful adoption of said behavior. Green stormwater infrastructure and water quality data, along with individual property assessments, will be compiled and evaluated for audience targeting and feasibility. Development of the questionnaire and evaluation of the results will be completed under this agreement. The collection of information with the questionnaire will not be funded under this agreement and will be completed using non-EPA funds.

4.1 SOCIAL MARKETING RESEARCH

The social marketing research will identify property owners and local stakeholders to ascertain the barriers, benefits, and motivators to planting and maintaining trees and other vegetation on their properties to increase riparian buffer widths and functions. This research will inform the campaign's design elements. The methodology and technical considerations for achieving the desired outcomes for this task are:

- Pinpoint target audience using GIS-based tools, County and city tree tag data and other water quality data points.
- Convene a cross sectional advisory group of city staff and partners to conduct a situational analysis, assessing the internal and external strengths, weaknesses, opportunities, and threats.
- Develop a verified list of potential property owners in the North and Swamp Creek basins.
- Complete a data memo including property owner identification, methodology, mapped target audience and the reasoning as to why chosen.
- Compile formative research and literature review of other incentive-based programs to glean successes and opportunities. A research report will be completed with audience and situational research review results.

4.2 QUESTIONNAIRE DEVELOPMENT

Utilizing the information collected in task 4.1, the subrecipient will develop an online questionnaire to collect information from property owners as well as an in-depth stakeholder questionnaire to collect key insights to identify and weigh areas of conflict, motivators, barriers (real or perceived) to adopting said behavior. The subrecipient will use multi-media

approaches and leverage local natural gathering spots (i.e., library, community centers) to recruit property owners to gauge interest and measure knowledge, attitudes and behaviors. A questionnaire analysis report will be completed that breaks down how the questionnaire was distributed, to whom and the identified results.

4.3 LANDOWNER OUTREACH PLAN & MATERIALS

Based on the results of the questionnaire implemented in Task 4.2, an incentive-based program and communication plan will be developed that breaks down the design campaign elements, logistics of recruitment and planting, roles, responsibilities and timeline, key messaging and details of workshop components. The plan will be consistent with the WDFW Riparian Ecosystems, Volume 2: Management Recommendations. A portfolio of education and outreach materials will be developed that includes all produced education pieces, participant evaluation/feedback form, translated materials, and engagement and education strategies (postcards, tree planting guide, etc.). This task will included:

- Homeowner packet (on-site permission letter, maintenance agreement, participation feedback form, etc.).
- Plan (included in program and communication plan) for material translations based on the demographic needs of the North and Swamp creek audience.
- Training module for staff who might canvas in selected neighborhoods.

SUMMARY OF TASK 4 DELIVERABLES -

| Deliverable Number | Deliverable | Target Completion Date |
|-------------------------|---|---|
| 4.1a | Verified list of potential property owners in the North and Swamp Creek basins and property owner map | January 10, 2024 |
| 4.1b | Data memo | January 10, 2024 |
| 4.1c | Research report and annotated bibliography | April 10, 2024 |
| 4.1d.1 – 4.1d.13 | Advisory group meeting agendas, attendance, copies of presentations, meeting notes | Annually on April 10 Annually on July 10 Annually on October 10 Annually on January 10 |
| 4.2a | Landowner questionnaire and extended stakeholder questionnaire | October 10, 2024 |
| 4.2b | Questionnaire analysis report | April 10, 2025 |
| 4.3a | Program and communication plan | April 10, 2025 |
| 4.3b | Draft outreach materials | January 10, 2025 |
| 4.3c | Final outreach materials | April 10, 2025 |
| 4.3d | Homeowner packet | April 10, 2025 |
| 4.3e | Training module | April 10, 2025 |

TOTAL ESTIMATED COST FOR TASK 4: \$67,580

TASK 5. Implementation

The Subrecipient will implement an incentive-based, behavior change campaign using a social marketing framework, developed through formative research in task 4 that identified drivers of decisions and the needs of the target audience. The subrecipient and task team will create a detailed campaign program plan that addresses the educational and behavior change priorities set forth from the research phase. They will recruit and work with interested private property owners.

Implementation will include site visits, stream workshops, developing riparian planting plans, establishing landowner agreements, purchasing native trees and shrubs/vegetation, site preparation, plant installation documentation, and any additional assistance. Translated education outreach materials and guides will be used, as needed.

5.1 LANDOWNER OUTREACH

Using the marketing and educational materials developed in task 4, launch the outreach and education campaign to include workshops, mailers, and other outreach tactics to outreach to riparian management zone property owners/managers. Site visits will be conducted to provide technical assistance and follow up with technical assistance letters and development of riparian planting plans. Collaborate with willing property owners on a riparian buffer planting project and request feedback on the participation process. Site visit logs including summary of site locations and outcomes will be submitted quarterly.

5.2 RIPARIAN PLANTINGS

The subrecipient will work with at least five interested private property owners to design site specific planting plans and landowner agreements, purchase native trees and shrubs/vegetation, site preparation, plant installation, installation documentation, and development of maintenance agreements and/or assistance. Maintenance agreements will include information on how to maintain plantings and prevent invasive species. Planting plans and maintenance agreements will be consistent with the WDFW Riparian Ecosystems, Volume 2: Management Recommendations. Cultural resource consultation will be completed for each site. Plantings will be implemented utilizing a combination of property owner labor, restoration field crew labor, and community volunteer events. Before and after planting photos of each site will be submitted.

SUMMARY OF TASK 5 DELIVERABLES -

| Deliverable Number | Deliverable | Target Completion Date |
|--------------------|---|---|
| 5.1a | Documentation of Mailers/deployment of outreach materials | July 10, 2025 |
| 5.1b.1 – 5.1b.13 | Site visit logs | Annually on April 10 Annually on July 10 Annually on October 10 Annually on January 10 |
| 5.1c | Workshop materials, agendas, attendance sheets | October 10, 2025 |

| | | |
|-------------|---|------------------|
| 5.2a | Documentation of landowner agreements & long-term maintenance agreements | April 10, 2026 |
| 5.2b | Documentation of cultural resource consultation and approval for each site. | January 10, 2026 |
| 5.2c | Before and after photos | July 10, 2026 |
| 5.2d | Documentation of invasive species removal and site preparation | July 10, 2026 |
| 5.2e | Riparian planting plans / site maps | July 10, 2026 |
| 5.2f | Maintenance plans | July 10, 2026 |

TOTAL ESTIMATED COST FOR TASK 5: \$113,955

TASK 6. Evaluation & Adaptive Management

The subrecipient will design and implement tools to track impacts and outcomes of tasks using social marketing and research guidelines. These evaluation outcomes will guide the subrecipient and task team for the second year campaign relaunch, which will include many of the same elements of Task 4 but will incorporate any newly presented opportunities and keep all previously identified successful key campaign elements. By relaunching a refined campaign, we hope to create multiple, clustered properties.

6.1 TRACK & EVALUATE OUTCOMES

The subrecipient will develop an evaluation report that will debrief and evaluate how the pilot campaign went to determine what worked well and what improvements can be made. It will also report on lessons learned and opportunities for improvement. The subrecipient will also assess how task 5 implementation went and where there were identified opportunities to create regreen clusters. A campaign redesign memo will be completed that outlines what components of the pilot will be revised based on lessons learned and participant evaluations.

6.2 REFINE & RELAUNCH CAMPAIGN

Based on the evaluation report, the campaign will be relaunched where opportunities were identified to create regreen clusters. Relaunch deliverables include summary of site locations and outcomes, copy of planting plans and landowner agreements. Post-planting monitoring and maintenance will be completed for property owners participating in the incentive program. Site visit log including summary of site visits and outcomes will be submitted quarterly.

Documentation of cultural resource consultation and approval for each site including intake form and map or shape file will be submitted as deliverables. Before and after planting photos of each site will be submitted.

SUMMARY OF TASK 6 DELIVERABLES -

| Subtask Number | Deliverable | Target Completion Date |
|----------------|-------------------------|------------------------|
| 6.1a | Draft evaluation report | May 10, 2026 |

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National Estuary Program

| | | |
|-------------------------|--|---|
| 6.1b | Final evaluation report with HSIL comments incorporated | July 10, 2026 |
| 6.1c | Campaign redesign memo | July 10, 2026 |
| 6.2a.1 – 6.2a.13 | Site visit logs | Annually on April 10 Annually on July 10 Annually on October 10 Annually on January 10 |
| 6.2b | Documentation of landowner agreements & long-term maintenance agreements | April 10, 2027 |
| 6.2c | Documentation of cultural resource consultation | January 10, 2027 |
| 6.2d | Before and after photos | June 1, 2027 |
| 6.2e | Documentation of invasive species removal and site preparation | June 1, 2027 |
| 6.2f | Riparian planting plans / site maps/maintenance plans | June 1, 2027 |

TOTAL ESTIMATED COST FOR TASK 6: \$137,100

TOTAL GRANT AMOUNT: \$440,015

| | | | |
|---------------------|--|-------------|--------------|
| Project Name: | Regreen Everett Behavior Change Campaign | | |
| Project Sponsor: | City of Everett | | |
| Not to Exceed (\$): | \$ 440,015 | Begin Date: | Aug 1, 2023 |
| Award Fiscal Year: | FY 23 | End Date: | Jun 30, 2027 |

Add deliverable columns and summary task columns as needed. Deliverables listed must match deliverables described in the project's Statement of Work.

| Deliverable Number | Description of Deliverable | 1.1 Project Plan | 1.2 Cultural Resources Review | TOTAL TASK 1 | 2.1 Quarterly Progress Reports | 2.2 MBE/WBE reporting | 2.3 Contracts and Subawards | 2.4 Close-Out Report | 2.5 Close-Out Forms | TOTAL TASK 2 | 3.1 Project Factsheets | 3.2 Salish Sea Ecosystem Conference | 3.3 HSIL Subrecipient Summit | 3.4 Presentations and Workshops | 3.5 Website and Story Map | TOTAL TASK 3 | 4.1 Social marketing & research | 4.2 Questionnaire Development | 4.3 Landowner Outreach Plan & Materials | TOTAL TASK 4 | 5.1 Landowner Outreach | 5.2 Riparian Plantings | TOTAL TASK 5 | 6.1 Track and Evaluate Outcomes | 6.2 Refine and Relaunch Campaign | TOTAL TASK 6 | TOTAL AWARD |
|--------------------|-----------------------------------|---------------------|--|--------------|--------------------------------------|-----------------------------|-----------------------------------|-------------------------|---------------------------|--------------|------------------------------|--|---------------------------------------|---------------------------------------|---------------------------------|--------------|---------------------------------------|-------------------------------------|--|--------------|------------------------------|------------------------------|---------------|--|---|---------------|---------------|
| | Personnel | \$ 2,164.80 | \$ 4,407.10 | \$ 6,571.90 | \$ 11,380.40 | \$ 314.88 | \$ 4,150.00 | \$ 2,920.60 | \$ 650.00 | \$ 19,415.88 | \$ 1,085.00 | \$ 4,495.00 | \$ 1,574.40 | \$ 6,133.40 | \$ 13,885.00 | \$ 27,172.80 | \$ 18,550.00 | \$ 8,250.00 | \$ 10,625.00 | \$ 37,425.00 | \$ 19,975.00 | \$ 8,736.90 | \$ 28,711.90 | \$ 10,755.95 | \$ 21,225.00 | \$ 31,980.95 | \$ 151,278.43 |
| | Fringe Benefits | \$ 909.15 | \$ 1,850.90 | \$ 2,760.05 | \$ 4,779.77 | \$ 132.24 | \$ 1,743.00 | \$ 1,226.65 | \$ 273.00 | \$ 8,154.66 | \$ 455.70 | \$ 1,887.90 | \$ 661.25 | \$ 2,576.03 | \$ 5,831.70 | \$ 11,412.58 | \$ 7,791.00 | \$ 3,465.00 | \$ 4,462.50 | \$ 15,718.50 | \$ 8,389.50 | \$ 3,669.50 | \$ 12,059.00 | \$ 4,517.50 | \$ 8,914.50 | \$ 13,432.00 | \$ 63,536.79 |
| | Travel | \$ 75.00 | \$ 75.00 | \$ 75.00 | | | | | | \$ - | | \$ 125.00 | \$ 250.00 | \$ 250.00 | | \$ 625.00 | \$ 75.00 | | | \$ 75.00 | \$ 625.00 | \$ 625.00 | \$ 1,250.00 | | \$ 1,250.00 | \$ 1,250.00 | \$ 3,275.00 |
| | Equipment (anything over \$5,000) | | | \$ - | | | | | | \$ - | | | | | | \$ - | | | | \$ - | | | \$ - | | | \$ - | \$ - |
| | Supplies | | | \$ - | | | | | | \$ - | | | | | | \$ - | | | \$ 2,183.00 | \$ 2,183.00 | \$ 1,000.00 | | \$ 1,000.00 | | \$ 2,182.00 | \$ 2,182.00 | \$ 5,365.00 |
| | Contractual Total | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | Contract 1 | | | \$ - | | | | | | \$ - | | | | | | \$ - | | | | \$ - | | | \$ - | | | \$ - | \$ - |
| | Contract 2 | | | \$ - | | | | | | \$ - | | | | | | \$ - | | | | \$ - | | | \$ - | | | \$ - | \$ - |
| | Other Total | \$ - | \$ 5,590.00 | \$ 5,590.00 | \$ 13,410.00 | \$ - | \$ 7,170.00 | \$ - | \$ - | \$ 20,580.00 | \$ - | \$ 3,565.00 | \$ - | \$ 4,800.00 | \$ 3,030.00 | \$ 11,395.00 | \$ 1,200.00 | \$ 1,230.00 | \$ 4,208.00 | \$ 6,638.00 | \$ 34,312.00 | \$ 32,320.00 | \$ 66,632.00 | \$ 3,564.00 | \$ 79,805.00 | \$ 83,369.00 | \$ 194,204.00 |
| | Other - General | | | \$ - | | | | | | \$ - | | | | | | \$ - | | | | \$ - | | | \$ - | | | \$ - | \$ - |
| | Other - Participant Support Costs | | | \$ - | | | | | | \$ - | | | | | | \$ - | | | | \$ - | | | \$ - | | | \$ - | \$ - |
| | Other - Snohomish CD | \$ - | \$ 5,590.00 | \$ 5,590.00 | \$ 13,410.00 | \$ - | \$ 7,170.00 | \$ - | \$ - | \$ 20,580.00 | \$ - | \$ 3,565.00 | \$ - | \$ 4,800.00 | \$ 3,030.00 | \$ 11,395.00 | \$ 1,200.00 | \$ 1,230.00 | \$ 4,208.00 | \$ 6,638.00 | \$ 34,312.00 | \$ 32,320.00 | \$ 66,632.00 | \$ 3,564.00 | \$ 79,805.00 | \$ 83,369.00 | \$ 194,204.00 |
| | Other - Subaward 2 | | | \$ - | | | | | | \$ - | | | | | | \$ - | | | | \$ - | | | \$ - | | | \$ - | \$ - |
| | Indirect/Overhead | \$ 307.40 | \$ 633.30 | \$ 940.70 | \$ 1,616.02 | \$ 44.71 | \$ 589.30 | \$ 414.73 | \$ 92.30 | \$ 2,664.75 | \$ 154.07 | \$ 650.79 | \$ 248.57 | \$ 895.94 | \$ 1,971.67 | \$ 3,921.04 | \$ 2,641.60 | \$ 1,171.50 | \$ 1,727.05 | \$ 5,540.15 | \$ 2,998.95 | \$ 1,303.14 | \$ 4,302.09 | \$ 1,527.35 | \$ 3,357.15 | \$ 4,884.50 | \$ 22,253.22 |
| | Total | \$ 3,381.35 | \$ 12,556.30 | \$ 15,940.00 | \$ 31,186.19 | \$ 491.83 | \$ 13,652.30 | \$ 4,561.98 | \$ 1,015.30 | \$ 50,910.00 | \$ 1,694.77 | \$ 10,723.69 | \$ 2,734.22 | \$ 14,655.37 | \$ 24,718.37 | \$ 54,530.00 | \$ 30,257.60 | \$ 14,116.50 | \$ 23,205.55 | \$ 67,580.00 | \$ 67,300.45 | \$ 46,654.54 | \$ 113,955.00 | \$ 20,364.80 | \$ 116,733.65 | \$ 137,100.00 | \$ 440,015.00 |

| BUDGET NARRATIVE | |
|-----------------------------------|--|
| Personnel | Senior Public Information Education Specialist, FT, \$39.36/hr. for 3,085 project hrs. (Program and Grant Manager: responsible for oversight on all grant required Task 1 - Task 6 deliverables.) Surface Water Compliance Specialist, FT, \$55.90/hr. for 245 project hrs. (Project technical advisor: review all data, maps, water quality reporting, presentations, and on-site assessments & plantings that occur within North and Swamp creek.) GSI Mapping Tech, FT, \$37.10/hr. for 146 project hrs. (GSI Mapping Tech: data and map compiling for the North and Swamp creek, situational analysis.) Public Information Education Specialist, FT, \$33.67/hr. for 319 project hrs. (web page development, education materials, social marketing research, online postings/information and branding of presentation materials.) |
| Fringe Benefits | Full-Time (FT) employees are 42% fringe benefit (3795 TOTAL HOURS x 42%), which includes: Senior Public Information Education Specialist, FT, \$39.36/hr. for 3,085 project hrs., Surface Water Compliance Specialist, FT, \$55.90/hr. for 245 project hrs., GSI Mapping Tech, FT, \$37.10/hr. for 146 project hrs., Public Information Education Specialist, FT, \$33.67/hr. for 319 project hrs. |
| Travel | It is estimated to be about 20 miles round trip from Everett Public Works Service Center to the southern-most tip of North creek, along the city limits. The current IRS mileage rate is \$0.625/mile. Mileage has also been included for travel to and from conferences and summits for Task 2, in case they are in person, instead of virtual There will be multiple trips to the North and Swamp creek area for Task 2 - Task 5. Task 1: 120 miles (\$75.00), Task 2: no miles, Task 3: 1,000 miles (\$625.00), Task 4:120 miles (\$75.00), Task 5: 2,000 miles (\$1,250), Task 6: 2,000 miles (\$1,250) |
| Equipment (anything over \$5,000) | N/A |
| Supplies | Supplies will mostly consist of marketing outreach for survey and to gauge participation. It will also include supplies for neighborhood outreach, including in-field workshops and/or stream presentations. Proposal includes two outreach efforts, pilot and relaunch Marketing - pilot campaign Postcard prints (1,000 postcards x \$0.75) \$ 750 Postage (direct mail) \$0.55 x 1,000 = \$ 550 Secondary outreach postcard = \$1,300 Flyers for posting = \$ 50 Door hangers (0.20 x 1000) \$ 200 Marketing - relaunch Postcard prints (1,000 postcards x \$0.75) \$ 750 Postage (direct mail) \$0.55 x 1,000 = \$ 550 Secondary outreach postcard (selective group) = \$590 Flyers for posting = \$ 50 Workshops (with property owners) for pilot and relaunch Various plants to demonstrate what might be planted = \$350, Homeowners guide/packet (\$1.50 x 150) = \$225 |
| Contractual | N/A |
| Other | Snohomish Conservation District will be the sub-award and coalition partner for the grant, \$194,204 |
| Indirect/Overhead | The City of Everett does not have a federally approved indirect rate at this time therefore an indirect cost of 10% was applied to personnel, fringe benefits, travel, and supplies. |

Project title: EPOA Collective Bargaining Agreement

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent 1/7/26
Action
Ordinance
Public hearing
Yes X No

Budget amendment:

Yes x No

PowerPoint presentation:

Yes X No

Attachments:

2026-2028 EPOA CBA

Department(s) involved:

Human Resources
Police

Contact person:

Kandy Bartlett

Phone number:

425-257-8767

Email:

kbartlett@everettwa.gov

Initialed by:

KB

Department head

Administration

Council President

Project: EPOA Collective Bargaining Agreement

Partner/Supplier: Everett Police Officers Association

Location: NA

Preceding action: NA

Fund: 031

Fiscal summary statement:

The City budget allocated funds for the anticipated EPOA contract settlement. Due to rising consumer price index trends during the prior contract period and recent police contract settlements among comparable cities, the negotiated agreement includes both a cost-of-living adjustment (COLA) and a market-based wage adjustment for 2026. A budget amendment is not anticipated.

Project summary statement:

The current collective bargaining agreement between the City and EPOA expired on December 31, 2025. After several negotiation sessions, a settlement was reached in December 2025. EPOA members have already voted and approved the contract.

Highlights of the agreement include:

- 3-year contract
- Wage adjustments:
 - 2025 –3.75% Wage Adjustment
 - 2026 – 4% Wage Adjustment
 - 2027 – 3.75% Wage Adjustment
- Increase longevity/education premium
- Add 2% differential premium for patrol night shift employees
- Increase deferred compensation to 6% of top step Police Officer (in lieu of Social Security and consistent with comparable police departments)
- Add specialty pay for Downtown Bicycle Unit and Drug Recognition Expert
- Increase employee share of healthcare premium (12%)

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Collective Bargaining Agreement between the City and the Everett Police Officer's Association.

2026-2028 LABOR AGREEMENT
between
CITY OF EVERETT, WASHINGTON
and
EVERETT POLICE OFFICERS ASSOCIATION

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ARTICLE 1 - AGREEMENT

1.1 General.

1.1.1 The covenants contained herein constitute an agreement between the Everett Police Officers Association, hereinafter referred to as the ASSOCIATION, and the City of Everett, hereinafter referred to as the CITY, governing wages, hours and working conditions of employment for employees within the Association's bargaining unit.

ARTICLE 2 - PURPOSE

2.1 General.

2.1.1 The purpose of this agreement is to increase the general effectiveness of the Police Department and to maintain harmonious relations between the City and members of the Association, and further, to promote morale and protect the rights and privileges, well-being, and security of the Association members. To accomplish the foregoing, the parties hereto agree to the following articles within this contract.

ARTICLE 3 - RECOGNITION

3.1 Sole Bargaining Agent.

3.1.1 The City recognizes the Association as the sole bargaining agent for the purpose of establishing salaries, wages, hours and working conditions of employment for all commissioned members of the Everett Police Department up to and including the rank of sergeant, excluding the Chief of Police, appointive officers, Captains and Lieutenants.

ARTICLE 4 - ASSOCIATION SECURITY

4.1 Union Shop.

4.1.1 The City recognizes that bargaining unit members of the Association may, at their discretion, become members of the Association.

4.2 New Bargaining Unit Employees.

4.2.1 The City shall provide the Association with the name, address, and telephone number of all new bargaining unit employees. As soon as practicable, but no more than thirty (30) days from the employee's start date within the bargaining unit, the City shall provide an opportunity for the Association to meet with new bargaining unit employees to discuss Association membership.

ARTICLE 5 - PAYROLL DEDUCTIONS

5.1 General.

5.1.1 Employees must provide to the Association a written, electronic, or recorded voice authorization to have the City Deduct membership dues from an employee's salary. Once employee authorization is received, the Association shall forward authorization to the City who shall deduct Association dues and assessments from the employee's wages each month. The amount deducted shall be mailed each month to the Association.

5.1.2 An employee may revoke the authorization of payments to the Association by written notice to the City and Association. The City will cease the dues deduction the next scheduled pay period following the notice of revocation of authorization from the employee.

5.1.3 The Association agrees to indemnify, defend and hold the City harmless against any and all claims, suits, orders and judgments brought against the City as a result of any payroll deduction made on the Association's behalf. Payroll deduction errors shall be adjusted within thirty (30) days after they become known and the Association, any employee, or the City shall refund to the other any amounts paid, received, or incorrectly withheld in error.

ARTICLE 6 - MANAGEMENT RIGHTS

6.1 General.

6.1.1 Except as otherwise specifically provided in this Agreement, the City has the sole and exclusive right to exercise all the rights and functions of management. Without limiting the generality of the foregoing, as used herein, the term "rights of management" includes:

1. The determination of Police Department policy, including the right to manage the affairs of the Police Department.
2. The right to assign working hours to individual members including overtime.
3. The right to establish, modify or change work schedules for each individual member.
4. The right to assign shifts and work locations and revise shift schedules for each individual member.
5. The right to direct members of the Police Department, including the right to hire, promote, transfer, discipline or discharge employees.
6. The right to organize and reorganize the Police Department in any manner it chooses, including the size of the Police Department and the determination of job classifications and ranks based on duties assigned.
7. The selection, promotion, or transfer of police officers to supervisory or other managerial positions.
8. The allocation and assignment of work to officers within the Police Department.
9. The determination of policy affecting selection or training of police officers.
10. The scheduling of operations and determination of the number and duration of hours of assigned duty per week for each individual member.
11. The establishment, modification, and enforcement of Police Department rules, regulations and orders.
12. The transfer of work from one position to another within the uniform classified service of the Police Department.

13. The introduction of new, improved or different methods and techniques of operation of the Police Department or of changes in existing methods and techniques.
14. The right to determine the need for additional educational courses, training programs, on-the-job training, class training, and to assign employees to such duties for periods to be determined by the City.
15. The determination of the number of ranks and the number of employees within each rank.
16. The determination of the amount of supervision necessary.
17. The right to change any policy, procedure or practice unless specifically limited by this Agreement.
18. The City may place employees on administrative leave in an off-duty capacity during times they would otherwise be scheduled to be on-duty, including, but not limited to, during investigations or fitness for duty examinations. If the City decides to place an employee on administrative leave, the leave shall be paid and the employee shall earn the same pay they would have received if they were on-duty, including any specialty or other premiums. Employees who are on paid administrative leave must be available during their regular work schedule but are not subject to unscheduled overtime or callout shifts.

ARTICLE 7 - POLICY CHANGES

7.1 Notification.

7.1.1 The City agrees that there will be no changes in policy affecting the Police Department without notifying the Association in writing. This notification is to take place at least five (5) working days prior to implementation, unless an unusual emergency exists.

ARTICLE 8 - INTERNAL INVESTIGATIONS

8.1 General.

8.1.1 Any Association member who will be interviewed concerning an act, which, if proven, could reasonably result in disciplinary action against him or her will be afforded the following safeguards:

8.1.1.1 Members shall be notified, in writing, that they have become the subject of an internal investigation and of the allegations. Except that such notification may not occur when, in the opinion of the Chief of Police or designee, such notification would clearly tend to impair and/or impede a thorough, fair, and factual investigation of a particular complaint.

8.1.1.2 At a reasonable time prior to any investigatory interview, and with not less than 48 hours' notice, the member will be informed in writing of the nature of the allegations, potential policy violations, and the information the City relied upon in making the decision to conduct an investigation. This information is intended to provide the member with a summary of what was relied upon to conduct the investigation, and does not include every piece of crucial information, which may be relied upon to conduct a thorough investigation. The summary will include, at a minimum, an overview of the information received that led to the decision to begin an internal investigation. If information needs to be withheld from the summary (for investigatory purposes), an explanation of why that information was withheld shall be provided to the member and the Association in the notification.

The member shall be afforded the opportunity to consult with an Association representative. The member shall be allowed a reasonable amount of time to secure the presence of an Association representative and to have an Association representative present during the interview, so long as the delay shall not unduly obstruct the City's ability to conduct its investigation. The City will work collaboratively with the Association in scheduling the interview. The goal is to hold the interview as soon as possible, and no later than ten (10) working days of notification of the interview. The Association representative will not unduly interfere in the interview. These restrictions on the Association's representative's role in no way limit the Association's right to otherwise fully represent a member during the interview (which includes, asking questions or seeking clarification). During the interview, the Association representative may present information to the City at the conclusion of questioning.

8.1.1.3 To the extent reasonably possible, interviews shall take place at Police Department or City facilities.

8.1.1.4 The City shall make a reasonable good faith effort to conduct these interviews during the member's regularly scheduled shift or normal business hours, except for emergencies or where interviews can be

conducted by telephone. When a member is working on the night shift, the interview can be scheduled contiguously to the member's shift.

8.1.1.5 The Members are required to provide statements and answer all questions during an internal investigation. A member will only be required to provide statements and answer questions pursuant to an internal investigation only after the member's statement has been compelled. In such instances, the member will be advised that compelled statements cannot be used in subsequent criminal proceedings. In cases where another member is being investigated, witness and other officers will provide statements as required by policy.

8.1.1.6 All interviews shall be limited in scope to activities, circumstances, events, conduct, acts or background which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the City from questioning the member about information which is developed during the course of the interview. All interview attendees shall remain professional, the interview shall be reasonable in length, and the employee shall be entitled to reasonable breaks.

8.1.1.7 If the City records the interview, a copy of the recording of the complete interview of the member shall be furnished, upon request, to the member. If the interviewed employee is subsequently disciplined and any part of any recording is transcribed by the City, the member shall be given a complimentary copy thereof. The Association shall be allowed to record the interview and will provide a copy of the recording to the City. If the Association transcribes the interview, the transcription shall be provided to the City.

8.1.1.8 Investigations shall be completed within 120 days from the date the employee receives notification of the initiation of an internal investigation, provided that internal investigations may be extended for reasonable circumstances. For purposes of calculating the 120 days, an internal investigation shall be deemed complete on the date that the assigned investigator forwards the results of the investigation to the Chief. The Association will be notified when the investigation has been forwarded to the Chief for review.

If an extension is needed, the City shall notify the Association in writing of the need and basis for the extension. An extension on this basis shall only be for such time necessary to complete additional investigation but no more than thirty (30) additional days at a time without additional notification.

Internal investigations may also be extended, upon agreement by the Association, if the Chief requests further investigation.

In the event an internal investigation has identified potential criminal conduct, the Chief or designee may suspend the internal investigation pending the outcome of the investigation and judicial process. The employee and the Association will be notified if an investigation is suspended, and the suspension will stop all time clocks relating to the

investigation. The employee and the Association will be notified when the City resumes the investigation.

Compliance with this Section is required if findings are to be entered or discipline is to be imposed.

- 8.1.1.9 After an investigation is completed, the member and the Association shall be advised of the results of the investigation and any further action to be taken on the incident and, in cases where discipline is contemplated, the member's right to a pre-disciplinary hearing prior to the imposition of final discipline.
- 8.1.2 Within a reasonable period after the conclusion of the investigation, and at least fourteen (14) days prior to a pre-disciplinary hearing, the employee and the Association will be furnished with a complete copy of the City's investigation file, unless limited by law. The City and Association will work collaboratively in scheduling the pre-disciplinary hearing for a mutually agreeable time.
- 8.1.3 This article shall not apply to investigations of criminal conduct by the member unless the City has informed the member that the member's statements shall not be used in any criminal proceedings.

ARTICLE 9 - GRIEVANCES

9.1 Definition.

9.1.1 Grievance is defined as an alleged violation, misinterpretation, misrepresentation, or misapplication of the terms of this agreement. All grievances and responses from the grievance procedure shall be put in writing, setting forth the facts, section of Agreement violated, and remedy sought.

9.1.2 Time periods between grievance steps may be extended by written mutual agreement of both parties.

9.2 Procedure.

9.2.1 An Employee who believes he/she has a grievance as defined herein, or the Association except a discipline or discharge grievance, shall present the grievance in writing within thirty (30) working days of the alleged grievance to the employee's supervisor who shall attempt to resolve it within seven (7) workdays after it is presented to the supervisor. A copy of the signed grievance will also be provided to the Association. The grievance shall state the section of the agreement violated, the nature of the case as seen by the grieving party, and the remedy sought. If the grievance is not presented to the employee's supervisor within thirty (30) working days, the grievance will be deemed to have been waived. Prior to presenting the grievance to the employee's supervisor, the Association may attempt to resolve the grievance informally with the Administration. The grievance timeline may be paused by mutual written agreement of both parties while the Association is attempting to resolve the grievance informally with Human Resources/Administration.

9.2.1.1 A grievance arising out of disciplinary action or discharge shall be presented by the Association or the Employee in writing directly to the Police Chief within thirty (30) working days of the alleged grievance in accordance with section 9.3.1 below. The grievance shall state the section of the agreement violated, the nature of the case as seen by the grieving party, and the remedy sought.

9.2.2 Working days will be defined as those days Monday through Friday, inclusive, and will not count officially recognized holidays.

9.3 Responses and Time Limits.

9.3.1 If either the employee or the Association is not satisfied with the supervisor's response, or the Association is unable to resolve the grievance informally with the Administration, the grievance may be presented to the Police Chief within twenty (20) working days after receipt of the supervisor's response in step 1. The Chief of Police or designee may meet with the grievant(s) and the Association concerning the grievance within seven (7) working days and shall respond to the grievance within twenty (20) working days following receipt of the grievance or

the date of the meeting, whichever is later. Upon the completion of this timeframe if the issue has not been resolved, the Association shall have ten (10) working days to submit the grievance to the Mayor.

- 9.3.2 The Mayor or designee shall respond to the grievance within ten (10) working days. If the Association elects to arbitrate, the Association shall give written notice to the City of its intent to arbitrate within forty-five (45) working days of the Mayor's response.
- 9.3.3 Whenever the employer fails to respond within the time limits set forth in this section, the grievance will automatically advance to the next step. Only the signatory parties may submit grievances to arbitration.
- 9.3.4 The Everett Police Officers Association shall be the exclusive representative of any aggrieved employee. Pursuance of any and all grievances shall be determined exclusively by the Association in conjunction with the procedures established in this Agreement. Any decision by the Association to terminate the pursuance of a grievance shall be final and binding upon the aggrieved member, provided that nothing herein shall be construed so as to limit an employee's right to resolve employment issues in accordance with RCW 41.56.080.
- 9.4 Arbitration of Grievances.
 - 9.4.1 For grievances relating to disciplinary actions, discharges, or terminations, the parties shall request an arbitrator from the Public Employment Relations Commission (PERC) consistent with chapter 41.58 RCW. For all other grievances, the City and Association representatives will discuss the appointment of an arbitrator within ten calendar days after the notification of appeal. If they cannot agree on the arbitrator, they shall submit a request to the Federal Mediation and Conciliation Service for a listing of seven (7) professional arbiters whose principal residence is Washington or Oregon and who are members of the National Academy of Arbitrators. The City and the Association representatives will take turns striking names off the list until only one (1) person remains on the list. A coin flip shall determine whether the City representative or the Association representative will strike the first name on the list. The Arbitration Committee shall observe the timeframes provided within the Rules for Voluntary Arbitration of the American Arbitration Association. The cost of arbitration shall be borne equally by both parties, and each party shall pay its respective representatives' or attorneys' fees. The City and the Association agree that the decision of this committee shall be final and binding upon both parties.
 - 9.4.2 The arbitrator shall render their decision solely based on the interpretation and application and provisions of this Agreement. Neither the arbitrator nor any other person or persons involved in the grievance process shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.
 - 9.4.3 All time limits in this procedure shall be maximum, unless the parties agree to extend the time limits through mutual agreement.

ARTICLE 10 - ASSOCIATION LEAVE

- 10.1 Association Leave Bank.
 - 10.1.1 The City will establish and maintain an Association leave bank for the purpose of ensuring that Association officers, duly appointed representatives of the Association, or bargaining unit employees designated by the President of the Association are able to use Association leave for union business, subject to the authorization of the Association President, or his or her designee with no loss of pay or benefits and at no cost to the City
 - 10.1.2 The Association leave bank will be funded by each bargaining unit member donating/transferring a maximum of 4 hours of vacation time each year from their personal vacation leave banks into the Association's leave bank.
 - 10.1.3 The City will deduct the hours in January of each year from the personal vacation leave bank of each bargaining unit member employed in January of each year.
 - 10.1.4 If there are any hours remaining in the Association's leave bank on December 31 of any year, each bargaining unit member's contribution for the next year will be reduced proportionately in that year so that the total number of hours in the Association leave bank will not exceed 684 hours.
 - 10.1.5 Hours in the bank will be used at the discretion of the Association Executive Board.
 - 10.1.6 The City agrees to allow time off with pay from the Association leave bank not to exceed five (5) working days for a single function. A request for such time off must be made in writing to the Chief of Police, signed by the Association President, preferably not less than five (5) working days prior to the requested time off but not required.
- 10.2 City Leave Bank for Association Business.
 - 10.2.1 The City will grant a reasonable amount of paid time off for Association business that will not count against the Association leave bank. The purpose of such release time must be limited to matters that directly involve the administration of the Agreement, such as labor management meetings, the processing and adjustment of grievances, preparation meetings, and negotiations regarding changes to the existing Agreement.
 - 10.2.2 The allowable aggregate of such paid time off for the Association shall not exceed two hundred and forty (240) hours in one (1) calendar year. No unused time off shall be carried over into the following year.
 - 10.2.3 Up to three (3) members of the Association will be released, if on duty, for all meetings between the Association and the City for the purpose of negotiating the terms of the contract. The three (3) members will not have to charge against a

bank. Any additional team members, if on duty would charge against the bank. All release time must be in compliance with 10.3.1.

10.2.4 Not charged against a leave bank will be the release of Association officials for other functions at the express request of the City.

10.3 Leave Request.

10.3.1 For any release time under Article 10, a request must be made in writing to the Chief of Police, signed by the Association President, at least five (5) working days prior to the requested time off.

Such time off shall be granted if:

- A. The City is able to properly staff the employee's job duties during the time off (this includes Operations, Investigations and Services); and
- B. The wage cost to the City is no greater than the cost that would have been incurred had the Association officer not taken time off.

ARTICLE 11- SALARY SCHEDULE

11.1 2026 Salary Schedule.

11.1.1 Effective January 1, 2026, the 2025 monthly salary schedule for the Association shall be increased by 3.75% as follows:

2026 Schedule:

| Classification <u>Title</u> | Range <u>No.</u> | Third <u>Class</u> | Second <u>Class</u> | First <u>Class</u> |
|--------------------------------|---------------------|-----------------------|------------------------|-----------------------|
| MONTHLY RATE | | | | |
| Police Officer | 03-021 | 8,543 | 9,355 | 11,197 |
| Sergeant | 03-012 | 14,002 | | |

Salary progression intervals are twelve (12) months between steps.

11.2 2027 Salary Schedule.

11.2.1 Effective January 1, 2027, the 2026 monthly salary schedule shall be increased by 4.0% as follows:

2027 Schedule:

| Classification <u>Title</u> | Range <u>No.</u> | Third <u>Class</u> | Second <u>Class</u> | First <u>Class</u> |
|--------------------------------|---------------------|-----------------------|------------------------|-----------------------|
| MONTHLY RATE | | | | |
| Police Officer | 03-021 | 8,885 | 9,729 | 11,645 |
| Sergeant | 03-012 | 14,562 | | |

11.3 2028 Salary Schedule.

11.3.1 Effective January 1, 2028, the 2027 monthly salary schedule shall be increased by 3.75% as follows:

2028 Schedule:

| Classification <u>Title</u> | Range <u>No.</u> | Third <u>Class</u> | Second <u>Class</u> | First <u>Class</u> |
|--------------------------------|---------------------|-----------------------|------------------------|-----------------------|
| MONTHLY RATE | | | | |

| | | | | |
|----------------|--------|--------|--------|--------|
| Police Officer | 03-021 | 9,218 | 10,094 | 12,082 |
| Sergeant | 03-012 | 15,108 | | |

11.4 Pension Fund.

Effective the first pay period following ratification of the Agreement, in lieu of FICA contributions, the City will contribute into a City-sponsored Section 457 Deferred Compensation Program for each bargaining unit member. New employees will begin receiving the deferred earned compensation in the pay period following completion of the enrollment process. Effective January 1, 2026, the City's monthly contribution to the Deferred Compensation Program will be 6% of a First-Class Officer's base pay.

The deferred compensation is separate pay and is not part of the base monthly salary as codified in the City of Everett Basic Salary Schedule Ordinance. The provision is subject to the City's deferred compensation rules and regulations adopted by City Council and IRS regulations, and the computation of retirement contributions and pension benefits shall be governed by applicable state law. Per RCW 41.26.030, employees in a leave without pay status will not be considered as receiving basic salary and will not be eligible for a contribution to their Section 457 deferred contribution program.

Employees who exceed the IRS annual contribution maximum prior to the final contribution in the last pay period of the year will forfeit any City contribution that exceeds the allowable contribution maximum prior to year end.

New employees will begin receiving the pre-taxed deferred earned compensation in the pay period following enrollment process completion.

11.5 Lateral Step Placement.

- 11.5.1 A lateral hire who has had cumulative commissioned police officer service as recognized by the Washington Criminal Justice Training Commission will be placed in the classification range consistent with their total years of service as a commissioned police officer. The step placement will be calculated upon their years of cumulative police officer service. The employee needs to provide the City with proof of the years of service as a commissioned police officer. Upon approval by Human Resources, the officer will be placed in the appropriate classification range upon hire.

ARTICLE 12 - LONGEVITY AND COLLEGE INCENTIVE

12.1 General.

12.1.1 The City is favorable toward the principle and approves of longevity pay and college incentive pay as part of its salary budget. Officers shall receive the highest of either longevity pay or college incentive pay, and fifty percent (50%) of the lowest of either longevity pay or college incentive pay up to a maximum of fifteen percent (15.0%). The longevity and college incentives are set forth, as follows:

LONGEVITY

| | |
|----------------------------------|----------------------------|
| After the completion of 4 years | 2.0% per month additional |
| After the completion of 8 years | 3.5% per month additional |
| After the completion of 12 years | 6.5% per month additional |
| After the completion of 16 years | 8.0% per month additional |
| After the completion of 20 years | 10.0% per month additional |
| After the completion of 24 years | 12.0% per month additional |
| After the completion of 28 years | 14.0% per month additional |

For employees hired prior to January 1, 2026, the following college incentives will apply:

COLLEGE INCENTIVE

| | |
|---------------------------|----------------------------|
| 45 credits (one year) | 2.0% per month additional |
| 90 credits (two years) | 3.5% per month additional |
| 135 credits (three years) | 5.5% per month additional |
| B.A. or B.S. Degree | 7.0% per month additional |
| Master's Degree | 9.0% per month additional |
| Ph.D. or Doctorate | 11.0% per month additional |

For employees hired after January 1, 2026, the following college incentives will apply:

COLLEGE INCENTIVE

| | |
|---------------------|----------------------------|
| A.A. or A.S. Degree | 3.5% per month additional |
| B.A. or B.S. Degree | 7.0% per month additional |
| Master's Degree | 9.0% per month additional |
| Ph.D. or Doctorate | 11.0% per month additional |

12.1.2 College incentive pay will be based on transcripts or other reports from accredited colleges, universities or approved training schools provided by the officer. Human Resources will approve the transcripts and credits to be assigned for college incentive pay. If the transcripts are not approved, Human Resources will

provide notification to the officer and the Association as to the reason the transcript/credits were not approved.

- 12.1.3 Newly-hired employees will receive education pay the first pay period following receipt and approval of the education transcripts. Retroactive payments will only be issued back to the date Human Resources received the completed documentation.
- 12.2 Calculation.
- 12.2.1 Longevity and college incentive pay will be calculated on the base pay of a First Class Police Officer and added to the base pay of those positions contained in Article 12.

ARTICLE 13 - SPECIALTY PAY

13.1 Specialty Pay.

13.1.1 All members of the rank of Police Officer who are assigned to the special additional duties enumerated in Section 13.2 of this Agreement shall receive additional pay. This amount is to be paid along with regular pay on each regularly scheduled pay period. Those members of the rank of Sergeant or higher will not receive specialty pay.

Any member not performing full performance specialty duties due to an off-the-job illness or injury of more than thirty (30) days shall not receive the additional pay.

13.1.2 In order to qualify for the additional compensation enumerated in Section 13.2 of this Agreement, the officer must be trained in the specialty to the satisfaction of the Chief of Police and must maintain skill levels as determined by the Chief of Police.

13.1.3 Assignments and disassociation for operational reasons, to the special additional duties as enumerated in this Article, shall rest in the sole discretion of the Chief of Police. Disassociation from specialty assignments for disciplinary reasons shall be subject to the grievance procedure.

13.1.4 Members who are assigned to more than one (1) special additional duty shall not receive specialty pay for more than one specialty.

13.1.5 It is agreed that any reference to specialty pay in no way guarantees that the additional compensation set forth herein shall be integrated into the current civil service classification system.

13.2 Specialty Categories.

13.2.1 Specialty assignments to be paid 4% above the First Class Officer's Base Monthly Wage, include:

Bomb Technicians
Tactical Team Members
Dive Team Members
*Canine Handlers
Hostage Negotiators
Tactical Team Coordinators
Investigations
Motorcycle Patrol Officers
ACT Team Members
Video Forensics
Training Unit

Range Master
Background Investigations Officer
School Resource Officers
Violent Crime Unit
Community Response Team
Recruitment Officer
Public Information Officer (PIO)
Downtown Bicycle Unit
Drug Recognition Expert

*Canine maintenance compensation will be the equivalent to one-half (1/2) hour per day, workdays and days off inclusive. The Association and City agree that regular assigned shifts will be shortened by one (1) hour, i.e., the current twelve (12) hour shift will be changed to an eleven (11) hour shift. The one (1) hour is for one-half (1/2) hour maintenance on that workday and one-half (1/2) hour for routine maintenance days off. Therefore, canine officer(s) shall be granted three and one-half (3 1/2) hours per week for the time it is necessary for the officer to spend to care, groom, feed, maintain, transport, etc. the dog during off-duty hours. Any such non-regular duty work in excess of the above shall require advance approval from the Police Chief or his designee.

- 13.2.2 Master Police Officer specialty assignment shall be paid as follows: 10% above First Class Officer base monthly rate.
- 13.2.3 When an employee other than a Master Police Officer is assigned to perform Field Training Officer ("FTO") work, the employee shall receive the Master Police Officer premium (Article 13.2.2) for those hours the employee is assigned to such work.
- 13.3 Master Police Officer.
 - 13.3.1 The City and the Association agree to continue the Master Police Officer program and the City agrees to staff assignments in the Master Police Officer program on a one-to-two basis with the number of Sergeants within the Police Department. The City agrees to continue the certification process that is administered by the Police Chief or designee. Testing will be administered as needed to fill vacancies.
 - 13.3.2 Candidates for the Master Police Officer Program must have completed three years as a First-Class Police Officer with the Everett Police Department at the time of testing.
 - 13.3.3 An assignment list will be created ranking candidates in order of score and is based upon two areas of evaluation: a written test of knowledge and an oral assessment board. Each area will be weighted equally in determining the candidate's final rank. Candidates must pass the written test with a score of seventy (70) percent or higher to continue in the testing process.
 - 13.3.4 Master Police Officers will be assigned primarily as training officers and may act as first line supervisors in the absence of a Sergeant.
- 13.4 SMART.

- 13.4.1 Personnel assigned to Investigations or Services who are also assigned to the SMART Team, will receive an additional 2% above First-Class Officer's Base Monthly Wage (the maximum is 6% for SMART team members).
- 13.5 Bilingual Pay.
 - 13.5.1 Subject to testing, officers and sergeants that are bilingual shall receive 3% above the First-Class Officer's Base Monthly Wage for approved languages. Master Police Officers shall receive 2% above the First-Class Officer's Base Monthly Wage for approved languages. The bilingual testing criteria and approved program are contained in an MOU. The City and Association shall agree on the testing criteria. Bilingual pay will begin the first pay period following the approval of the bilingual premium. For newly hired employees, the bilingual premium shall begin the first pay period following their commission date.
- 13.6 Night Shift Differential Pay.
 - 13.6.1 All employees assigned to work a patrol night shift shall receive a night shift differential of 2.0% above the First-Class Officer's Base Monthly Wage. Employees may stack night shift differential pay with other specialty premiums.

ARTICLE 14 - CLOTHING ALLOWANCE

14.1 General.

14.1.1 The Police Department will initially purchase and thereafter replace the following items of clothing:

Class B working uniforms required under regulations. Replacement(s) will be made at the request of the Officer to the City, by means of requisition to the property officer. Items that may be furnished, subject to funding and approval of the Chief, includes helmets, hard equipment and any specialized police equipment, including, but not limited to, exterior vest carriers, optics, mounted lights, specialized holsters, or clothing as required by the Chief of Police.

When required, Class A dress uniforms will be furnished by the City.

14.1.2 Plainclothes officers, and officers in ACT and VCU will receive \$680.00 per calendar year for the purchase of clothing and/or equipment necessary for the performance of the position. This payment will be issued in the second paycheck of the year. Employees transferred to a plainclothes, ACT and VCU assignment after July 1 will receive \$340. Examples of equipment include: a flashlight, handcuff case or plainclothes holster. Final approval of equipment will be determined by the Chief of Police.

14.1.3 The City will provide contract cleaning with a local dry-cleaning facility and provide uniform cleaning for Association members. The Chief of Police may set policy as to establish what is considered reasonable use.

14.1.4 Association members will receive \$300.00 per calendar year for purchases of uniform shoes and or duty equipment. This payment will be issued on the second paycheck of the year.

ARTICLE 15 - HOURS OF DUTY

15.1 General.

15.1.1 The regularly scheduled work week for all sworn personnel shall be forty-two (42) hours, exclusive of overtime. This will result in eighty-four (84) hour pay periods, (two weeks, 14 days).

15.1.2 The regularly scheduled work shift shall not be less than eight (8) hours in length nor more than twelve (12) hours in length and is to include roll call, lunch and other necessary tasks associated with the position.

15.1.3 The regularly scheduled work shift shall be compensated for at the current hourly rate and all work performed in excess of the regularly scheduled shift shall be deemed as overtime and compensated for per the current contract.

15.1.4 The FLSA 207 (k) work period shall be twenty-four (24) days for members who work a twelve (12) hour work shift, and twenty-eight (28) days for members who work an eight (8) or ten (10) hour work shift.

15.1.5 Employees covered by this bargaining agreement will be paid for their meal periods. Employees are expected to take a 30-minute meal period and two 10-minute rest periods during shifts that are up to 10.5 hours long. Employees working 12-hour shifts are expected to take two 30-minute meal periods and three 10-minute rest periods during their work shift.

If a meal break or rest break is delayed or interrupted in progress, the employee should resume the break time as soon as the interruption clears. If, for any reason, the employee misses either a rest break or a meal break, or a portion thereof, the employee should notify their supervisor before the end of their shift, so that additional time off or compensation may be allowed.

ARTICLE 16 - OVERTIME AND CALL BACK PAY

- 16.1 Overtime.
 - 16.1.1 Time and one-half the employee's regular hourly rate shall be paid for work under the following conditions:
 - 1. All work performed in excess of an assigned work shift.
 - 2. All work performed in excess of an assigned work week as set forth in Article 15.
 - 16.1.2 The hourly rate for each bargaining unit member shall be determined by dividing the annual salary by the actual number of working hours for any given year.
 - 16.1.3 All overtime shall be compensated for in increments of thirty (30) minutes with the major portion of thirty (30) minutes being paid as thirty (30) minutes.
- 16.2 Callbacks.
 - 16.2.1 When a member has completed their regularly scheduled shift and is called back to perform work of any nature, he/she shall receive a guaranteed minimum of four (4) hours of overtime pay.
 - 16.2.2 When a member is called to work prior to his or her regularly scheduled starting time, and continues to work into the regular shift, the member shall be paid for the time worked at the member's overtime rate. If a member is called in any other time, she/he shall be guaranteed a minimum of four (4) hours of overtime pay.
- 16.3 Court Appearances/Telephonic Hearings.
 - 16.3.1 When a member is required to be at court outside his/her regular scheduled shift, he/she shall receive court duty compensation at the member's overtime rate. The member shall be guaranteed a minimum of four (4) hours of overtime pay.
 - 16.3.2 Any court time within one (1) hour of an employee's duty time shall be paid at the appropriate overtime rate for time worked. Periods for more than one (1) hour will be paid in accordance with the aforementioned paragraph.
 - 16.3.3 Employees subpoenaed to give testimony shall be entitled to four (4) hours of overtime pay unless notification of cancellation is received. Notification of cancellation must be made more than twelve (12) hours prior to the scheduled court appearance, otherwise the employee is entitled to four (4) hours of overtime pay unless the cancellation occurs while the employee is on duty and is so notified. Employees are responsible for confirming court appearances no later than twelve (12) hours prior to said appearance.

- 16.3.4 Employees subpoenaed to give testimony at Department of Licensing (DOL) and/or Department of Corrections (DOC) telephonic hearings, shall be entitled to a minimum of two (2) hours of overtime pay. If notification of cancellation or rescheduling is received more than twelve (12) hours prior to the scheduled hearing, no payment will be made. If the hearing is within one hour of the employee's duty time, the employee shall be paid at the appropriate overtime rate for time worked with no two (2) hour minimum. Officers will prepare for telephonic hearings while on-duty which includes getting a copy of the police report and preparing for the upcoming hearing.
- 16.4 Standby Appearances.
- 16.4.1 Standby assignments issued by the City for reasons other than assignments connected with a court appearance shall be compensated at the rate of time and one half the member's normal rate of pay with a minimum of four (4) hours.
- 16.5 Telephone Calls.
- 16.5.1 Employees who are off-duty and contacted by telephone by a Prosecutor's office for a work-related purpose, that is pre-approved by an Everett Police Supervisor, shall be compensated for actual time spent rounded up to the nearest quarter of an hour at the overtime rate for such contact. All other telephone contacts will be compensated pursuant to 16.1.3.
- 16.6 Current Shift On-Duty Injury/Exposure
- 16.6.1 An employee going to the hospital or other medical facility related to an on-duty injury or exposure that occurred during the current shift, will be compensated up to, but no more than, three hours shift extension overtime for actual time spent during the medical appointment.
- In accordance with practice, all other off-duty medical appointments or examinations after work hours, on regular days off, or during any type of leave time will not be compensated pursuant to this labor agreement unless pre-approved for overtime by a supervisor.

ARTICLE 17 - SHIFT CHANGES

17.1 General.

Definitions: Premium time-off is time off calculated at a rate of 1.5 times the number of hours worked by the employee (example: 8 hours worked calculated at premium time-off rate equals 12 hours off).

17.1.1 Each officer of the Police Department shall have the right to change shifts with any other officer who is agreeable to the change, providing that all shift changes must be approved by each division head affected and that the best interests of the Police Department and, thereby, the best interests of the citizens of Everett must be ensured. This is subject to approval of the Chief of Police or their designee.

17.1.2 All personnel assigned to regular shifts will be given five (5) days' written notice before their regular shift is changed except in an emergency, as determined by the Police Chief or their designee. This means a transfer from one unit to another or to a different starting time that is intended to be long term or regular. Examples: Transfer from day patrol to night patrol; from investigations to patrol; starting time from 0600 to 0900. The above five (5) day written notice does not apply to schools, training, or temporary duty assignments. Changes in hours of duty and work schedule will not be made for the purpose of avoiding premium or overtime pay. This applies to changes of the schedule to avoid overtime for court attendance outside scheduled work hours, impromptu meetings and other situations that occur on a random and irregular basis. An employee has the option to waive his or her 5-day notice.

17.1.3 **Schools and Training.**

The City may assign employees to detached service status for all schools and training which will require more than two days' attendance. In the event detached service status is required, the City may alter the regular work schedule to maintain the employee's hours within the work period or the one immediately following.

There are different criteria for scheduling training time dependent upon the length of the training: One method is used for training that occurs during two (2) calendar days or less. The other method is used for training that is more than two days in length.

Schedule adjustments are to be for full shifts except that partial shift adjustments are to be completed to allow night shift officers time off the night before a training day or at mutual agreement between the department and the officer. For purposes of this Article, mutual agreement means that both the employee and the supervisor/manager agree to the terms of the Detached Service Agreement, which may include time off at the premium rate in lieu of overtime.

Two days or less: The amount of time for training that occurs on an employee's day off or outside of an employee's normal scheduled work hours shall be paid as

overtime, unless the employee and supervisor/manager mutually agree to use the time to schedule time off from the regular schedule. Overtime or scheduled time off is calculated at the premium rate (time and 1/2). If the employee and the supervisor/manager opt to schedule time off, the time off must be scheduled during the current work period or the one immediately following. After scheduling time off, the employee shall have the option of either taking any hours remaining that are less than a full shift as time off or have the time converted back to straight time by dividing by 1.5 and then having it paid as overtime.

More than two days: The amount of time for training is calculated at an hour for hour rate while making the proper scheduling adjustment to maintain the same amount of work hours within the 24-or 28-day work period.

The affected employee and their supervisor/manager shall agree on an adjustment within the current work period, or the one immediately following that maintains the same amount of regularly scheduled hours in the pay period. These schedule adjustments may be affected by minimum staffing requirements. After making any adjustment(s), hours that are remaining that are less than a full shift and more than the work period will be calculated at the premium rate and taken as time off, or overtime, if approved by a lieutenant or higher.

17.1.4

Temporary Duty.

The City may assign employees to detached service status for all temporary duty assignments. All temporary duty assignments must be printed on the twenty-eight (28) day work schedule in which the event occurs, except in an emergency or unanticipated event as determined by the Police Chief or his/her designee. If the temporary duty assignment is not printed on the applicable work schedule, then detached service status will not apply, and all work performed in excess of the regularly scheduled shift shall be deemed as overtime and compensated as per Article 16.

The department may assign employees to temporary duty assignments away from their regular assignment. These temporary assignments are significant events that do not occur on a regular basis and are generally considered non-routine type assignments. Assignment to temporary duty (detached service) is intended when the event is known and planned for and printed on the work schedule in which the event is taking place. A schedule change for a known and planned event cannot occur within the current work schedule unless it's an exception as described below. These events are noted on the work schedule.

Exception: In an emergency that requires immediate deployment of resources to adequately handle the situation, or in the case of an unanticipated event that also requires deployment of resources on short notice. The Association Executive Board will be notified when the department is considering or makes a change involving an event under this exception scenario.

Examples of temporary duty assignment: (not all-inclusive):

- A patrol officer who is required to be in attendance every day at a lengthy trial and not able to work his regular shift.
- Short term emphasis patrol or investigation. (Serial arsonist, rapist, burglar, etc.).
- Short term assignment to a task force.
- Short term assignment to a security detail.
- Festivals, parades, or other significant event.
- Short term assignment to be an evaluator, instructor, etc.

Keys:

- Known and planned events must be noted on the work schedule that it occurs.
- Must be a significant event.
- Emergencies and unanticipated events can occur in the current work schedule.

For the Fourth of July holiday, schedules may be adjusted for all employees on a regularly scheduled workday as long as it is published in advance on the 28-day printed work schedule.

If an employee not assigned to Operations is required to work on the Fourth of July and it falls on that employee's regularly scheduled day off, then such work shall be deemed as overtime and compensated as per Article 20.2.3. If an employee not assigned to Operations is required to work on the Fourth of July, and it falls on that employee's regularly scheduled work day, the employee may be required to adjust their regular work hours, it must be published in advance on the 28-day printed work schedule, and the employee will receive overtime compensation at one and one-half times the employee's regular rate of pay. If the adjustment is not published in advance on the 28-day printed work schedule, the employee shall receive two and a half times the employee's regular rate of pay.

17.1.5

Summary of issues involving this article and scheduling:

Schedule adjustments are to be made to keep the workweek as consecutive days and days off to also be consecutive days unless requested otherwise by the employee.

Schedule adjustments need to be published on future work schedules if the event is known prior to the publishing date. The department cannot force schedule adjustments for required training sessions of two days or less, unless it allows a night shift officer time off the night before the training. The employee and supervisor/manager can mutually agree to a schedule change to attend training sessions of two days or less. The employee and the scheduler must mutually agree to this and to the resulting day off. It is adjusted at the premium rate to keep the total work hours within the work period constant. For purposes of this

Article, mutual agreement means that both the employee and the supervisor/manager agree to the terms of the Detached Service Agreement, which may include time off at the premium rate in lieu of overtime.

ACT, Narcotics, Intel, CIU, Violent Crimes Unit, and CRT have additional flexibility of scheduling. Due to the nature of the assignment, starting times and workdays can change within the current schedule within reason. Schedules should not be changed for attendance at non-routine impromptu meetings but only for necessity of work.

Due to the need to fill-in for a sergeant, an MPO may have his/her starting time adjusted up to one (1) hour with notice.

ARTICLE 18 - WORK IN HIGHER CLASSIFICATION

- 18.1 Temporary assignment.
- 18.1.1 Except as provided in 18.1.3, any member of the Department who is temporarily assigned by the Chief of Police or a designated departmental officer to accept the full duty and responsibility of a rank higher than their current regular classification shall be paid at the rate of the higher rank in their temporary assignment until returned to work in their regular classification.
- 18.1.2 Master Police Officers may act in supervisory positions if such assignment can be made without causing the number of patrol officers in the field to fall below minimum crew levels. A Master Police Officer may act in such capacity for three (3) consecutive workdays with no extra compensation.
- 18.1.3 A Sergeant who is temporarily assigned to perform work outside the bargaining unit will receive 10% of the employee's base salary as out of class pay. The Sergeant will continue to receive all other wages, benefits, and rights set forth in this collective bargaining agreement.
- 18.1.4 A Sergeant assigned to perform work outside of the bargaining unit will receive prorated accruals based on total working hours each pay period. This may result in a temporary reduction in accruals as outlined in Articles 21 and 22.

ARTICLE 19 - MINIMUM CREW

19.1 General.

19.1.1 The City and the Association agree that for reasons of safety, the minimum number of patrol officers actually in the field on any given patrol shift shall be as follows:

Day Shift: Twelve (12) officers

Night Shift: Thirteen (13) officers

If, because of illness or other reasons, the established minimum of the assigned officers are not actually out in the field, the Chief of Police or his designee shall call in enough off-duty officers to bring the strength up to the required number of officers.

19.1.2 Not included in the established minimum staffing are the following categories of the Police Department Patrol Division.

- A. Foot patrol officers
- B. Bicycle patrol officers
- C. Uniformed Special Operations personnel

19.1.3 Supervisor minimums are defined as follows:

Day Shift: Three (3) supervisors

Night Shift: Three (3) supervisors

If, because of illness or other reasons, the established minimum of the assigned supervisors are not actually out in the field, the Chief of Police or his designee shall call in enough off-duty supervisors to bring the strength up to the required number of supervisors. If, the assignment of an acting supervisory position can be made without effecting the aforementioned patrol minimum crew, this acting supervisory appointment can be made at the direction of the Chief of Police or his designee.

ARTICLE 20 - HOLIDAYS

20.1 Holidays.

20.1.1 The following days are designated and observed as holidays on the holiday as set forth below:

New Year's Day – January 1
Martin Luther King's Birthday (third Monday in January)
President's Day (third Monday in February)
Memorial Day (last Monday in May)
Juneteenth (June 19th)
Independence Day – July 4
Labor Day (first Monday in September)
Veteran's Day (November 11th)
Thanksgiving Day (fourth Thursday in November)
Day After Thanksgiving Day
Christmas – December 25
Two Floating Holidays

20.2 Paid Time Off.

20.2.1 Employees will make an annual election of one of the options below. Elections must be submitted to payroll by the membership through open enrollment or another administrative process by December 1st of each year for the following years' time. Employees hired any time between January 2nd and November 30th will have a choice of either Options A or B for the year they are hired. Employees that are hired in the month of December will default to Option A for the year they are hired and will have the options of A, or B for subsequent years. The City will provide a written agreement for the member to sign electronically during open enrollment period each year.

The options are as follows:

Option A: Employees will earn holiday time at a rate of 12 hours per the 11 City holidays (132 total hours) as set forth in Section 20.1.1. Holiday time is not to be considered time off work but will be payable on the holiday itself. This is the default for all employees who do not declare Option B below by December 1st of the prior year, or within 30 days of being hired.

If the employee separates during the year, they will not be entitled to any paid holidays past the separation date.

New Hires who declare Option A within 30 days of being hired will earn 12 hours of holiday pay for each holiday that follows their date of hire. For newly hired employees who start December 1 - December 25, the Christmas holiday will be paid in the pay period in which it is earned. The employee may elect to receive personal leave beginning the first of the new year, subject to Option B.

If there are extenuating circumstances (such as a serious health condition) during the calendar year where the employee has exhausted their accrued leave banks, the HR Director will consider an employee's request to change their election to personal leave to Option B as stated in section 20.2.1.B on a prorated basis.

Option B: On January 1, employees will earn 132 hours of personal leave for use throughout the calendar year.

Those who are employed as of January each year and have elected to receive personal leave by December 1 of the year prior, will receive 132 hours of personal leave for use throughout the calendar year. Personal leave is intended to be used in the same manner as vacation and other accrued leave from work; subject to supervisor/manager approval. If the employee is unable to utilize personal leave during the calendar year, it will be cashed out in the pay period that includes December 25th of the year subject to the reporting rules under the Department of Retirement Systems. For employees starting after January 1 of each year who elect to receive personal leave, leave time will be pro-rated as follows:

| Month of Hire | Prorated Personal Leave |
|-------------------------------------|--------------------------------|
| January | 132 |
| February, March, & April | 108 |
| May | 96 |
| June | 84 |
| July & August | 72 |
| September & October | 60 |
| November | 48 |

Upon separation of employment prior to December 1, the member will be cashed out based on completed months of service in that calendar year. A full month of service is defined as having worked hours on the last day of the month.

At the time of separation, payroll will review the utilization per the payback schedule below:

| Month of Separation | Maximum Time Allowed to be Used | Amount to be Withheld/Repaid at Separation |
|-------------------------------------|--|---|
| January | 24 | 108 |
| February, March, & April | 36 | 96 |
| May | 48 | 84 |
| June | 60 | 72 |
| July & August | 72 | 60 |
| September & October | 84 | 48 |
| November | 120 | 12 |
| December | 132 | 0 |

B

20.2.2 In addition to the foregoing, the two floating holidays will be available to be taken as paid time off in the year they are accrued, subject to City concurrence. Employees hired before June 1st of any given year will receive two floating holidays. Employees hired after June 1 of any given year will receive one floating holiday.

20.2.3 Employees who work on Independence Day, Thanksgiving Day, or Christmas Day, which constitutes a regular workday, shall be compensated at one and one-half times the employee's regular rate of pay. Employees who are assigned or required to work on Independence Day, Thanksgiving Day, or Christmas Day on their day off or outside their scheduled work hours shall receive two and a half times the employee's regular rate of pay.

For the purposes of calculating overtime on a designated holiday, the following applies:

- Employees must start their shift on the designated holiday in order to be eligible for holiday compensation in Section 20.2.3.
- If an employee works outside of their regularly scheduled work hours on the designated holidays (either on a regular or adjusted work day) the employee shall receive two and a half times the employee's regular rate of pay for hours that are attached to the shift that starts on the holiday (premium pay will not be paid if the shift starts the day before the holiday).

ARTICLE 21 - VACATIONS

21.1 General.

21.1.1 Vacations shall be considered as regular employment. An annual vacation is of benefit to both employees and the City and all employees should be required to take an annual vacation.

21.1.2 All officers shall accrue vacation credit for each month of continuous service as shown below:

VACATION CREDIT ACCRUED

| <u>CONTINUOUS SERVICE FROM OFFICER ANNIVERSARY DATE</u> | <u>Number of Work Hours Per Month</u> | <u>Per Year</u> | <u>Hours Per Pay Period</u> |
|---|---|-----------------|-------------------------------------|
| 1st Year | 10.000 | 120 | 4.615 |
| 2nd Year | 10.667 | 128 | 4.923 |
| 3rd and 4th Years | 11.333 | 136 | 5.231 |
| 5th Year | 12.000 | 144 | 5.538 |
| 6th and 7th Years | 12.667 | 152 | 5.846 |
| 8th and 9th Years | 13.333 | 160 | 6.154 |
| 10th through 14th Years | 14.000 | 168 | 6.462 |
| 15th through 19th Years | 15.333 | 184 | 7.077 |
| 20th through 24th Years | 16.667 | 200 | 7.692 |
| 25th year and beyond | 18.667 | 224 | 8.615 |

21.1.3 No vacation accrual will be allowed in excess of two (2) full year's earned vacation. For purposes of this section, vacation accrual will be reported on a regular basis to the employee. Under special circumstances, the Mayor or designee in writing may authorize accumulation of longer leave. Time not taken which causes accrual beyond two (2) full years earned vacation will be lost to the employee.

21.1.4 Employees will be granted pay in lieu of vacation at such time as they are separated from City employment.

21.1.5 A lateral hire who has had commissioned police officer service as recognized by the Washington Criminal Justice Training Commission will have their vacation accrual calculated upon their years of continuous police officer service. The employee needs to provide the City with proof of the years of continuous service as a commissioned police officer. Upon approval by Human Resources, the officer will begin accruing the appropriate level of vacation upon hire.

21.2 Patrol Vacation Bids

- 21.2.1 In order to help manage scheduling, officers assigned to Patrol will submit a vacation request form to their chain of command requesting vacation days for the upcoming year. Officers will submit three (3) blocks of dates, ranked in order of preference (with the first block of dates being the officer's first choice for vacation dates). Each block will be for no more than two (2) sets in length (or sixty (60) consecutive hours).
- 21.2.2 Vacation bid time will be approved as long as the request does not drop staffing below the identified administrative minimum staffing, which is two (2) persons above the contractual minimum, with preference given to seniority. Seniority for vacation bids are based on the officer's swearing-in date. Administration may cancel an employee's training to accommodate a vacation bid. This will occur no more than one time per employee per year.
- 21.2.3 The vacation bid process shall be completed (employees notified of bid outcome) by October 15th of the preceding year. EPD shall place training dates (but not adjusted time off, unless needed by night shift officers the evening prior to the training) for PSR, SWAT, K-9, Marine Operations, Supervisor Training, Bomb, and SOG/ALERT onto the schedule prior to the vacation bids. Vacation bids not received by the deadline will not be considered as part of the vacation bid process. After the bids are finalized, adjusted time off for training is entered. Exceptions to the vacation bid process may be granted on a case-by-case basis by the Deputy Chief of Operations.
- 21.2.4 No Department training will be conducted in the last two (2) weeks of December, or the first week of January.
- 21.2.5 Some specialty units like SWAT and SOG/ALERT are multi-agency teams which require coordination with other agencies to determine training dates for the following year. If this presents a delay in the vacation bid process, the City will notify the Association and a discussion will occur to determine what adjustments can be made.
- 21.2.6 Employees who notify the Chief, through the chain of command, in writing of their intent to retire and provide a separation date, may use their remaining vacation leave hours as consecutive days off immediately prior to retiring from the Department regardless of minimum staffing. The notification shall be at least ninety (90) days prior to the start of the vacation leave.

ARTICLE 22 - COMPENSATORY TIME

22.1 Accrual.

22.1.1 An employee, subject to the approval of the Chief of Police or designee, may receive compensatory time in lieu of overtime pay at the rate of one and one-half (1.5) hours for each hour worked. The maximum accumulation of compensatory time is eighty (80) hours. Any time earned above the maximum compensatory time accrual will be paid as overtime.

22.2 Cash out.

22.2.1 During the pay period that includes June 1st or the pay period that includes December 25th of each year, employees may cash out all or part of their accumulated compensatory time.

ARTICLE 23 - SICK LEAVE

- 23.1 Sick Leave Accrual
 - 23.1.1 All full-time employees, shall receive sick leave benefits in accordance with the following:
 - 23.1.2 Upon employment, employees shall accrue six (6) hours of sick leave per pay period. Upon completion of the probationary period, a new hire shall be credited with an additional 280 hours of sick leave. The maximum accrual of sick leave shall be 1040 hours.
- 23.2 Sick Leave Use.
 - 23.3.1 Employees shall be allowed to use sick leave in accordance with RCW 49.46.210 and WAC 296-128-600 through 296-128-770, and any other applicable sick leave use statute.
- 23.4 Licensed Health Care Provider's Certification.
 - 23.4.1 Employees that are absent for more than three (3) consecutive days or shifts are required to submit a leave request to Human Resources. Documentation from a medical provider may be required when an employee uses three (3) or more consecutive workdays or shifts of sick leave. In the event documentation is required, an employee must provide the verification within fifteen (15) calendar days of the request.
- 23.5 Other Usage of Sick Leave.
 - 23.5.1 Employees shall also be allowed to use sick leave for FMLA or to offset L&I benefits or Washington Paid Family Medical Leave in accordance with City Policy and State and Federal Law.
- 23.6 Notification.
 - 23.6.1 When requesting sick leave, employees must notify their supervisor of the need for leave as soon as the need is foreseeable. The employee is not required to disclose the specific nature of the medical condition.
- 23.7 Sick Leave at Retirement or Death.
 - 23.7.1 Employees shall be allowed upon retirement to receive in cash an amount equal to fifty percent (50%) of the value of the employee's existing sick leave accrual balances up to a maximum of 520 hours.

In the event of an employee's death, the employee's estate or beneficiary will receive in cash one hundred percent (100%) of the value of the employee's existing sick leave accrual balances up to a maximum of 1040 hours.

23.7.2 For the purposes of this section, retirement shall mean: (a) a separation of employment after 20 years of service under LEOFF, or (b) a separation of employment after reaching age 53 with five years of credited service under the LEOFF system, or (c) separation after becoming totally incapacitated for continued employment with a LEOFF covered employer.

23.8 No COVID-19 Mandate.

23.8.1 The City of Everett will not mandate a COVID-19 vaccine for employees covered by this bargaining agreement unless it's required by state or federal mandate.

ARTICLE 24 - FUNERAL LEAVE

24.1 General.

24.1.1 When death occurs among members of an employee's immediate family, the employee, upon request to the Chief of Police or designee, will be granted time off to assist with funeral arrangements as necessary, and to attend the funeral. The employee will be compensated at their normal salary for the hours lost from their regular schedule, before, during, and/or after the funeral, with the maximum of four (4) days' allowance. This time off shall not be deducted from accumulated sick leave, vacation, or other earned time off.

24.1.2 "Members of an employee's immediate family" shall include spouse, domestic partner and children, to include stepchildren, children of a domestic partner; parents, stepparents, and siblings of the employee or spouse or domestic partner; grandparents or step grandparents of the employee or spouse or domestic partner; or grandchildren.

24.1.3 Domestic partner is defined for purposes of this article as the criteria outlined by the City's Domestic Partner Resolution or the State Registry. Proof of criteria may be requested.

ARTICLE 25 - INSURANCE BENEFITS

- 25.1 General.
- 25.1.1 The City agrees to provide insurance benefits for officers and their dependents as described in the following sections.
- 25.2 Employee and Dependent Medical.
- 25.2.1 The City agrees to offer medical coverage for all officers and their eligible dependents. Employees shall have the option of participating in the Kaiser-HMO Plan or one of the City's self-insured medical plans. Effective the first pay period following ratification of this Agreement, employees that elect the Kaiser HMO Plan or the City's traditional PPO Plan, shall pay twelve percent (12%) of the monthly premium. Employees that elect the City's Consumer Driven Healthcare Plan (CDHP) shall pay five percent (5.0%) of the monthly premium.
- 25.2.2 Employees that elect the CDHP will receive a City paid contribution to an HRA VEBA in the amount of \$1,800 for an individual or \$3,600 for a family. (Contributions will be made in January of each year). In addition, employees and their spouses/domestic partners that participate in a whole health exam at the VERA Clinic will receive an additional VEBA contribution in the amount of \$200 each. Changes in coverage during the year will result in a pro-rated VEBA contribution.
- 25.3 Dental Insurance.
- 25.3.1 The City agrees to provide dental insurance through Dental Service of Washington or Willamette Dental for all officers and their dependents. The City shall pay the premium cost of the coverage.
- 25.4 Vision Insurance.
- 25.4.1 The City agrees to provide vision coverage that is acceptable to the City for all employees and their legal dependents. The City shall pay the premium cost of the coverage.
- 25.5 Disability and Life Insurance.
- 25.5.1 The City agrees to administer a disability insurance program through the insurance company of the Association's choice for all LEOFF II members. Premiums for this coverage will be the responsibility of LEOFF II officers with the requirement that all LEOFF II officers participate.
- 25.5.2 In conjunction with the disability insurance program, all officers of the City agree to purchase a \$10,000 life insurance policy through Standard Insurance Company.

- 25.5.3 It will be the responsibility of the Association to register all present and new members of the bargaining unit in these programs. Any dividends or financial returns from either of these programs will be forwarded to the Association.
- 25.6 Paid Family Medical Leave Insurance Program (WPFML)
- 25.6.1 The City has chosen and been approved to conduct a voluntary WPFML program and will not deduct premiums from the employee for this program. The City reserves the right to move to the State plan in the future and start taking employee's share of the WPFML premium as established in RCW. If the City changes to the State WPFML plan, the City agrees to negotiate the decision and impacts of any change.

ARTICLE 26 - DEFENSE AND INDEMNIFICATION

26.1 General.

26.1.1 The City shall provide legal defense and pay valid judgments and claims against officers arising out of or incident to conduct occurring while the officer was performing official duties within the scope of their City employment.

ARTICLE 27 - VACANCIES AND PROMOTIONS

- 27.1 Application of Civil Service rules.
- 27.1.1 The City agrees that Civil Service rules and regulations will be used in filling vacancies in the classified service covered by this bargaining agreement. If this vacancy is not filled after thirty (30) days, the City agrees to notify the Association within five (5) days of the cause and the City's intent relative to that position.
- 27.2 Eligibility Lists.
- 27.2.1 Eligibility lists for promotions within the bargaining unit shall be established for a maximum duration of two (2) years. The duration of the list shall be established by the Civil Service Commission prior to the announcement of the examination.
- 27.3 Probationary Periods.
- 27.3.1 Employees shall be disciplined only for just cause, provided that employees during their probationary period upon hire may be discharged at will. Employees serving a promotional probationary period may be reverted back to their prior classification at the City's discretion.
- 27.3.2 A probationary period shall be extended for the number of workdays equal to the number of workdays an employee was absent in excess of ten (10) workdays during the probationary period.

ARTICLE 28 - SENIORITY LIST AND ANNIVERSARY DATE

28.1 General.

28.1.1 The City shall keep an up-to-date seniority roster, copies of the same to be distributed to all Divisions. Any objections to the seniority list as posted shall be reported by the Association to the City. The anniversary date shall be the date of the appointment. If an Officer is promoted, the promotion date becomes the anniversary date. For purposes of determining seniority in rank, the promotion date shall apply.

28.1.2 The City shall maintain the employees' swearing-in date for each officer in the City's financial system and provide a report to the Association when requested.

ARTICLE 29 - LAYOFF

29.1 General.

- 29.1.1** In the event of a layoff by the City, the employees in the lowest rank will be laid off in the inverse order of their seniority. In the event of a vacancy in the department, an employee who has been laid off two (2) years or less will have the first opportunity to fill said vacancy or vacancies in the order of their seniority in that position, provided that the person meets LEOFF medical requirements and passes an entry level polygraph covering the period of separation to the time of rehire. The City will notify such former employee by certified mail at the last address maintained in the personnel file of the employee. Failure to respond to such certified notice within ten (10) days of the postmark shall constitute rejection of the position.
- 29.1.2** In the event of a reduction in the number of supervisory positions, the City may demote temporarily the person or persons with the least amount of seniority in that classification. The person demoted will maintain rights to the position held.
- 29.1.3** In the event of layoff, reduction shall be in the reverse order of hiring and promotion.

ARTICLE 30 - SEVERABILITY

30.1 Savings Clause.

30.1.1 If any provision of the Agreement should be rendered or declared invalid by any court action or by any reason of any subsequent legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

30.1.2 Upon invalidation of any article or provision of this contract, either party may require the other to enter into collective bargaining over the effects of such judicial or legislative determination.

ARTICLE 31 - DURATION

31.1 General.

31.1.1 This Agreement shall be effective as of the first day of January, 2026, and shall remain in full force and effect through the last day of December, 2028. Any one (1) Article may be opened if mutually agreed to by both parties. If agreement is not reached within thirty (30) days, the said Article or Articles will remain in force as written. It is further provided that by mutual agreement this contract may be modified or clarified at any time.

31.1.2 In witness whereof, the parties hereto have set their hands on the _____ day of _____, 20.

CITY OF EVERETT

EVERETT POLICE OFFICERS
ASSOCIATION

CASSIE FRANKLIN, Mayor

RYAN HOGUE, President

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Project title: An Ordinance creating a Special Improvement Project entitled “Pedestrian Safety RRFB – Everett Ave & 79th PI SE” Fund 303, Program 136, to accumulate all costs for the improvement.

Council Bill #

CB 2512-88

Agenda dates requested:

1st Reading 12/17/25
 Proposed action 01/07/26
 Consent
 Action 01/14/26
 Ordinance X
 Public hearing
 Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

thood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: Pedestrian Safety RRFB – Everett Ave & 79th PI SE

Partner/Supplier: Transportation Improvement Board (TIB)

Location: Everett Ave, 79th PI SE

Preceding action: N/A

Fund: Fund 303 – Public Works Improvement Projects

Fiscal summary statement:

The City was awarded a Complete Streets grant totaling \$874,358 from the Transportation Improvements Board (TIB) for the project. A 20% local match (\$218,859) is required.

This ordinance will provide funding authorization for the design and construction phases of the project. The programmed available funding for the project is \$1,250,000 as follows:

| | |
|--------------------------------|----------------|
| Complete Streets Grant | \$ 874,358 |
| Fund 119 – Street Improvements | <u>375,642</u> |
| Total Funds | \$1,250,000 |

Project summary statement:

The project will include the design and installation of new Rectangular Rapid-Flashing Beacons (RRFBs), high visibility crosswalks, and ADA curb ramp retrofits at three locations, including:

1. Everett Avenue at Rainier
2. Everett Avenue at Baker
3. Mid-block on 79th PI SE at Evergreen Middle School

The project will improve pedestrian crossing safety at locations where there have been fatalities or are adjacent to schools with newly construction high occupancy apartments. Construction is scheduled for 2026.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “Pedestrian Safety RRFB – Everett Ave & 79th PI SE” Fund 303, Program 136, to accumulate all costs for the improvement.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “Pedestrian Safety RRFB – Everett Ave & 79th PI SE” Fund 303, Program 136 to accumulate all costs for the improvement.

WHEREAS,

- A.** The City of Everett is committed to a planned pedestrian safety program.
- B.** The City of Everett has identified the need and obtained funds to construct new pedestrian facilities at Everett Avenue and 79th Place SE.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 303, Program 136, entitled “Pedestrian Safety RRFB – Everett Ave & 79th PI SE” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

Section 3. Authorization is hereby granted for the “Public Works Director” or “City Engineer” under direction of the Mayor, to assume full and complete responsibility for conducting all tasks and doing all things to accomplish the actions authorized in this ordinance.

Section 4. The sum of \$1,250,000 is hereby appropriated to Fund 303, Program 136, “Pedestrian Safety RRFB – Everett Ave & 79th PI SE” as follows:

| | | |
|-----------|---------------------------------------|----------------|
| A. | Estimated Design & Construction Costs | \$1,250,000 |
| B. | Source of Funds | |
| | Complete Streets Grant | \$ 874 358 |
| | Fund 119 – Street Improvements | <u>375,642</u> |
| | Total Funds | \$1,250,000 |

Section 5. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 6. The City Council hereby declares that should any section, paragraph, sentence, clause, or

phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 7. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 8. It is expressly the purpose of this Ordinance to provide for and promote the health, safety, and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees, or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees, or agents.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



City Council Agenda Item Cover Sheet

Project title: An Ordinance Amending Ordinance No. 4010-24 Entitled, "Walter E. Hall Park Community Connections Path", Fund 354, Program 094 to Accumulate All Costs for the Project

Council Bill #

CB 2512-89

Agenda dates requested:

Briefing

Proposed action 12/17/25

Proposed action 01/07/26

Consent

Action 01/14/26

Ordinance

Public hearing

Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Department(s) involved:

Parks and Facilities

Community Development

Contact person:

Bob Leonard

Phone number:

425-257-8335

Email:

bleonard@everettwa.gov

Initialed by:

RML

Department head

Administration

Council President

Project: Walter E. Hall Park Community Connections Path

Partner/Supplier: Forma Construction

Location: 1226 W Casino Rd

Preceding action: Funding Ordinance [4116-25](#)

Fund: Fund 354 – Program 094 (CIP-3)

Fiscal summary statement:

On March 20, 2024, City Council adopted an ordinance to fund design and construction services for the Walter E. Hall Park Community Connections Path in the amount of \$350,000. That ordinance was amended by Ordinance 4116-25. However, Ordinance 4116-25 contained an incorrect appropriation amount. The purpose of this ordinance is to correct the error. The primary source of funds for the project is the Community Development Block Grant which was increased by an additional \$50,000. The project is also supported by Fund 145 – Street and Alley Vacation Funds in the amount of \$78,000 and by a private grant from the AARP Community Challenge program in the amount of \$15,000. The estimated total cost of the project, including design and construction, is \$573,000.

Project summary statement:

The City of Everett will improve non-vehicular access to Walter E. Hall Park by constructing a multi-use path between the park and 90th St. SW. An architectural & engineering services provider will be contracted to provide design, engineering, permitting, and construction documents for the project.

Approximately 1860 LF of ADA accessible paved pathway will link the right-of-way of 90th Street SW to existing amenities within Walter E. Hall Park. This path reduces the walking distance into Walter E. Hall Park for residents of the Westmont and Holly neighborhoods to the east of the park. The project will also install a raised crosswalk where the path crosses the Walter E. Hall Park driveway, improving pedestrian safety within the park.

Recommendation (exact action requested of Council):

Adopt an Ordinance amending Ordinance No. 4010-24 entitled, "Walter E. Hall Park Community Connections Path", Fund 354, Program 094 to accumulate all costs for the project.



ORDINANCE NO. _____

An Ordinance Amending Ordinance 4010-24 entitled, “Walter E. Hall Park Community Connections Path”, Fund 354, Program 094, as previously amended, to accumulate all costs for the project.

WHEREAS,

- A.** The City Council recognizes the need to maintain and improve City Park amenities.
- B.** The City Council recognizes the value and need to provide Everett residents and visitors with open recreation spaces.
- C.** The City recognizes the need to improve neighborhood walkability and encourage non-motorized forms of transportation.
- D.** The City Council recognizes Ordinance 4010-24 was established as Fund 354, Program 094 entitled “Walter E. Hall Park Community Connections Path” to accumulate all costs for the project.
- E.** Ordinance 4010-24 was amended by Ordinance 4116-25. However, Ordinance 4116-25 contained an incorrect appropriation amount. The purpose of this ordinance is to fix the error.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. Section 4 of Ordinance No. 4010-24, as amended by Ordinance 4116-25, which reads as follows:

The sum of \$523,000 is hereby appropriated to Fund 354, Program 094, “Walter E. Hall Park Community Connections Path” as follows:

| | |
|--|------------------|
| A. Use of Funds | |
| Design | \$ 89,496 |
| Construction Costs | <u>\$433,504</u> |
| Total | \$523,000 |
| B. Source of Funds | |
| Community Development Block Grant | \$430,000 |
| Fund 145 – Street and Alley Vacation Funds | \$ 78,000 |
| AARP Community Challenge Grant | <u>\$ 15,000</u> |
| Total | \$523,000 |

- A. The appropriation shall not lapse, but shall be carried forward from year to year until fully expended or the purpose has been accomplished or abandoned without the necessity of re-appropriation.

Be and the same is hereby amended to read as follows:

The sum of \$573,000 is hereby appropriated to Fund 354, Program 094, “Walter E. Hall Park Community Connections Path” as follows:

| | |
|--|------------------|
| A. Use of Funds | |
| Design | \$ 89,496 |
| Construction Costs | <u>\$483,504</u> |
| Total | \$573,000 |
| B. Source of Funds | |
| Community Development Block Grant | \$480,000 |
| Fund 145 – Street and Alley Vacation Funds | \$ 78,000 |
| AARP Community Challenge Grant | <u>\$ 15,000</u> |
| Total | \$573,000 |

The appropriation shall not lapse, but shall be carried forward from year to year until fully expended or the purpose has been accomplished or abandoned without the necessity of re-appropriation.

Section 2. Authorization is hereby granted to the Parks and Facilities Department Director under the administration of the Mayor, to assume full responsibility for conducting all tasks and performing all necessary steps to accomplish the actions authorized by this Ordinance.

Section 3. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 4. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 5. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 6. It is expressly the purpose of this Ordinance to provide for and promote the health, safety and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance



is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees or agents.

Cassie Franklin, Mayor

ATTEST:

City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____



Project title: Adopt an Ordinance creating a Special Improvement Project entitled “I-5/US-2 Interim Ramp Improvements” Fund 303, Program 135, to accumulate all costs for the improvement.

Council Bill #

CB 2512-90

Agenda dates requested:

1st Reading 12/17/25
 Proposed action 01/07/26
 Consent
 Action 01/24/26
 Ordinance X
 Public hearing
 Yes X No

Budget amendment:

Yes X No

PowerPoint presentation:

Yes X No

Attachments:

Proposed Ordinance

Department(s) involved:

Public Works, Admin

Contact person:

Tom Hood

Phone number:

(425) 257-8809

Email:

thood@everettwa.gov

Initialed by:

RLS

Department head

Administration

Council President

Project: I-5/US-2 Interim Ramp Improvements

Partner/Supplier: WA State Department of Transportation (WSDOT)

Location: Interchange at Interstate 5 and US Highway 2

Preceding action: N/A

Fund: Fund 303 – Public Works Improvement Projects

Fiscal summary statement:

The City was awarded a Move Ahead Washington (MAWA) – Capital Projects Program grant, supported through the Washington’s Climate Commitment Act, totaling \$10,000,000.

This ordinance will provide funding authorization for the design and construction phases of the project. The programmed available funding for the project is \$10,500,000 as follows:

| | |
|--------------------------------|----------------|
| MAWA Grant | \$10,000,000 |
| Fund 119 – Street Improvements | <u>500,000</u> |
| Total Funds | \$10,500,000 |

Project summary statement:

This project will alleviate traffic congestion by re-channelizing two ramps at the interchange of I-5 and US-2 by converting existing single-lane ramps into two-lane ramps. Work includes the conversion of northbound to eastbound and westbound to southbound, all occurring within existing WSDOT road prisms.

Design is scheduled to begin in 2026 with anticipated construction in 2027.

Recommendation (exact action requested of Council):

Adopt an Ordinance creating a Special Improvement Project entitled “I-5/US-2 Interim Ramp Improvements” Fund 303, Program 135, to accumulate all costs for the improvement.



ORDINANCE NO. _____

An ORDINANCE creating a special improvement project entitled “I-5/US-2 Interim Ramp Improvements” Fund 303, Program 135, to accumulate all costs for the improvement.

WHEREAS,

- A.** The City of Everett is committed to a planned transportation infrastructure improvement program.
- B.** The City of Everett has identified the need and obtained funds to design and construct improvements to the interchange at Interstate 5 and US Highway 2.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. A special improvement project is hereby established as Fund 303, Program 135, entitled “I-5/US-2 Interim Ramp Improvements” to accumulate all costs for the improvement. Authorization is hereby given to accumulate costs and distribute payments for the improvement project.

Section 3. Authorization is hereby granted for the “Public Works Director” or “City Engineer” under direction of the Mayor, to assume full and complete responsibility for conducting all tasks and doing all things to accomplish the actions authorized in this ordinance.

Section 4. The sum of \$10,500,000 is hereby appropriated to Fund 303, Program 135, “I-5/US-2 Interim Ramp Improvements” as follows:

| | | |
|-----------|---------------------------------------|----------------|
| A. | Estimated Design & Construction Costs | \$10,500,000 |
| B. | Source of Funds | |
| | MAWA Grant | \$10,000,000 |
| | Fund 119 – Street Improvements | <u>500,000</u> |
| | Total Funds | \$10,500,000 |

Section 5. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers, and any internal references.

Section 6. The City Council hereby declares that should any section, paragraph, sentence, clause, or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this ordinance independent of the elimination of any such portion as may be declared invalid.

Section 7. The enactment of this Ordinance shall not affect any case, proceeding, appeal or other matter currently pending in any court or in any way modify any right or liability, civil or criminal, which may be in existence on the effective date of this Ordinance.

Section 8. It is expressly the purpose of this Ordinance to provide for and promote the health, safety, and welfare of the general public and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this Ordinance. It is the specific intent of this Ordinance that no provision or any term used in this Ordinance is intended to impose any duty whatsoever upon the City or any of its officers or employees. Nothing contained in this Ordinance is intended nor shall be construed to create or form the basis of any liability on the part of the City, or its officers, employees, or agents, for any injury or damage resulting from any action or inaction on the part of the City related in any manner to the enforcement of this Ordinance by its officers, employees, or agents.

Cassie Franklin, Mayor

ATTEST:

Marista Jorve, City Clerk

PASSED: _____

VALID: _____

PUBLISHED: _____

EFFECTIVE DATE: _____

Project title: Everett 2044 Housekeeping Amendments Ordinance

Council Bill # *interoffice use*

CB 2512-91

Agenda dates requested:

Briefing & 1st Reading 1/7/26

2nd Reading 1/14/26

Action 1/21/26

Ordinance X

Public Hearing 1/14/26

Budget amendment:

Yes X No

PowerPoint presentation:

X Yes No

Attachments:

Staff Memo

Proposed Ordinance -
Development Regulations

Department(s) involved:

Planning

Contact person:

Yorik Stevens-Wajda

Phone number:

425-257-8725

Email:

ystevens@everettwa.gov

Initialed by:

YSW

Department head

Administration

Council President

Project: Everett 2044 Comprehensive Plan and Development Regulations Periodic Update

Partner/Supplier: NA

Location: Citywide

Preceding action: Ordinance 4102-25

Fund: NA

Fiscal summary statement:

None

Project summary statement:

The Everett 2044 Comprehensive Plan and Development Regulation Periodic Update was adopted June 18, 2025, via ordinances [4101-25](#) and [4102-25](#), with an effective date of July 8, 2025. The [comprehensive plan](#) is available at everettwa.gov/3365/2044-Comprehensive-Plan. The updated [development regulations](#) are available through the online municipal code viewer at everett.municipal.codes/EMC/

In the months since adoption of the development regulations, staff have identified errors and provisions that are difficult to interpret accurately and consistently. This is the first of what could be several housekeeping ordinances to correct errors and clarify provisions in the development regulations.

The planning commission adopted [PC Resolution 25-02](#) on November 18, 2025, recommending approval of a set of amendments to correct errors and clarify regulations.

Recommendation (exact action requested of Council):

Adopt an Ordinance for Everett 2044 Housekeeping Amendments to Development Regulations Recently Adopted through the Everett 2044 Periodic Update, AMENDING EMC Chapters 14.16, 19.03, 19.04, 19.05, 19.06, 19.08, 19.09, 19.13, 19.22, 19.25, 19.34, 19.35, 19.38, 19.39, and 19.40.



ORDINANCE NO. _____

An ORDINANCE Adopting Housekeeping Amendments to Development Regulations Recently Adopted through the Everett 2044 Periodic Update, AMENDING EMC Chapters 14.16, 19.03, 19.04, 19.05, 19.06, 19.08, 19.09, 19.13, 19.22, 19.25, 19.34, 19.35, 19.38, 19.39, and 19.40.

WHEREAS,

- A.** The Everett 2044 Comprehensive Plan and Development Regulation Periodic Update was adopted June 18, 2025, with an effective date of July 8, 2025, via ordinances 4101-25 and 4102-25; and
- B.** In the months following the adoption of the development regulations in the Everett 2044 periodic update, staff have identified errors and provisions that are difficult to interpret accurately and consistently; and
- C.** This is the first of what could be several housekeeping ordinances to correct errors and clarify provisions in the development regulations; and
- D.** The amendments contained in this ordinance maintain consistency with the Growth Management Act and are consistent with its planning goals; and
- E.** The amendments contained in this resolution are consistent with and supportive of goals, policies, and implementation strategies in the Everett Comprehensive Plan, including:
 - 1. Goal DD 2: Building and site designs are based on clear and predictable development regulations via a menu of options.
 - 2. DD-1 Maintain a continuous, consistent, walkable, and human-scaled pedestrian environment at the interface of buildings and the public realm. Promote interaction between indoor and outdoor activities to create an inclusive and vibrant public realm.
 - 3. DD-20 Be attentive to ways code or policies may inadvertently disadvantage small-scale developments and developers, and where possible take steps to rectify imbalances.
 - 4. Policy HO-2 Adopt flexible development regulations that streamline the local review process with clear objective standards, encouraging innovative and context-sensitive development.
 - 5. HO-12 Boost homeownership opportunities through administrative, regulatory, and financial benefits.

6. HO-21 Implement inclusionary zoning requirements in areas of the city subject to high displacement risk.
 7. HO-24 Evaluate the cost and supply implications of proposed regulations, policies, and procedures affecting housing development and ensure that they promote affordability, development, and housing diversity.
 8. ED-34 Encourage predictability and consistency in the City's land use regulations, while also allowing for flexibility and creativity in the site development process.
 9. Goal EAI-5: Everett implements the Comprehensive Plan in a coordinated and efficient manner in accordance with state law and in the best interests of city residents.
 10. Policy EAI-17 Implement the Comprehensive Plan through city development regulations, programs, budgets, and functional plans, ensuring that each are consistent and mutually supportive.
- F. The Planning Commission reviewed the amendments contained in this ordinance, including holding a briefing on August 19, 2025 and a public hearing on September 16, 2025; and
 - G. The Planning Commission considered the factors in EMC 15.03.300(C) in reviewing the proposed development regulation text amendments in this ordinance; and
 - H. The Planning Commission recommends, via Planning Commission Resolution 25-02, approval of the amendments contained in this ordinance, finding that the proposed amendments are consistent with the Everett comprehensive plan, bear a substantial relation to public health, safety and welfare, and promote the best long-term interests of the Everett community.
 - I. The city's responsible official issued a Determination of Significance and Adoption of Everett 2044 Periodic Update Final Environmental Impact Statement on _____; and
 - J. Notice of the proposed updated comprehensive plan was sent to the Washington State Department of Commerce on October 14, 2025 and a letter of receipt was received the next day; and
 - K. The amended development regulations contained in this ordinance maintain consistency with the GMA and are consistent with the GMA planning goals; and
 - L. The amended development regulations contained in this ordinance are consistent with and supportive of the Everett Comprehensive Plan; and
 - M. The development regulations amendments contained in this ordinance were prepared following the procedural requirements in RCW 36.70A and WAC 365-196; and
 - N. The development regulations amendments contained in this ordinance were prepared following the procedural requirements in EMC 15.02.095; and
 - O. The City Council considered the factors in EMC 15.03.300 in reviewing the proposed development regulations amendment in this ordinance and based approval, in part, on the following findings:

1. The proposed development regulation amendments are consistent with the Everett comprehensive plan;
2. The proposed development regulation amendments bear a substantial relation to public health, safety or welfare;
3. The proposed development regulation amendments promote the best long-term interests of the Everett community

P. On _____, the Everett City Council held a public hearing, after proper notice, and considered public comment and the entire record related to the amendments contained in this ordinance.

NOW, THEREFORE, THE CITY OF EVERETT DOES ORDAIN:

Section 1. EMC 14.16.430 is hereby amended as follows, with strikeout text deleted and underlined text added.

14.16.430 Single and multiple metered services—Regulations and charges.

A. *Residential dwelling units – Separate meters required.* Each residential dwelling unit (as defined by the current edition of the International Residential Code for one- and two- unit dwellings) shall require a separate metered service. The required permit(s) shall be obtained, and a separate metered service shall be installed to each dwelling unit. Each meter shall be charged for water service independently and shall remain liable for a lien for water charges as provided in Section 14.16.850.

1. Where multiple existing dwelling units share a single metered service, separation of the service and installation of a separate metered service to each dwelling unit may be required at the discretion of Public Works.

2. At the discretion of Public Works, a single shared water service and meter may be permitted for a new dwelling unit being added within or attached to an existing one-unit dwelling, provided both units remain under single ownership.

B. *Commercial structures – Single metered service.* Commercial structures (as defined by the current edition of the International Building Code, including multi-family structures with three or more dwelling units) shall provide a single metered service per structure, sized per the current edition of the Uniform Plumbing code.

1. Multiple metered services may be permitted for separate non-residential tenant spaces within a commercial structure at the discretion of Public Works.

Section 2. EMC 19.03.030 is hereby amended as follows, with strikeout text deleted and underlined text added.

19.03.030, Purpose and application of zone districts

A. *Agriculture Zone (AG)*. The purpose of the agricultural use zone is to provide and protect areas for certain agricultural uses on lands which are not appropriate for residential, commercial or industrial development at urban intensities.

B. *Residential Zones*.

1. *Neighborhood Residential-Constrained*. The purpose of the Neighborhood Residential-Constrained zone is to reduce risk from hazards in areas with limited access by providing for a continuation of established development patterns and limiting growth potential.

2. *Neighborhood Residential*. The purpose of the Neighborhood Residential is to provide for a variety of housing opportunities while limiting the scale of buildings to three floors or less to be complimentary to existing neighborhood scale and bulk.

3. *Urban Residential (4 Floors)*. The purpose of the Urban Residential (4 Floors) zone is to permit moderate-scale residential development in buildings up to up to four floors along with limited opportunities for neighborhood commercial development.

4. *Urban Residential (7 Floors)*. The primary purpose of the Urban Residential (7 Floors) zone is to permit moderate-scale residential development in buildings up to seven floors along with limited opportunities for neighborhood commercial development.

C. *Mixed Use Zones*.

1. *Mixed Use (4 Floors)*. The purpose of the Mixed Use (4 Floors) zone is to provide for low-scale residential and commercial development in buildings up to four floors.

2. *Mixed Use (7 Floors)*. The purpose of the Mixed Use (7 Floors) zone is to provide for medium-scale residential and commercial development in buildings up to seven floors.

3. *Mixed Use (15 Floors)*. The purpose of the Mixed Use (15 Floors) zone is to provide for intensive mixed-use development along transit corridors and around high-capacity transit stations in buildings up to fifteen floors.

4. *Mixed Use (25 Floors-Center City)*. The purpose of the Mixed Use (25 Floors-Center City) zone is to reinforce and enhance the downtown center city that provides local and regional service, retail, entertainment, civic and public uses as well as a variety of urban housing choices in buildings up to twenty-five floors.

D. *Industrial Zones*.

1. *Light Industrial-Mixed Use (LI-MU)*. The purpose of the Light Industrial-Mixed Use (LI-MU) zone is to support existing light industrial and manufacturing uses while providing opportunities for the addition of commercial and residential uses.

2. *Light Industrial (LI)*. The purpose of the light industrial (LI) zone is to support industrial development and uses and those that are highly complementary, prohibit incompatible uses, concentrate employment, and mitigate adverse impacts on adjacent residential zones.

3. *Heavy Industrial (HI)*. The purpose of the heavy industrial zone is to provide for and protect certain areas of the city for heavy manufacturing uses. This zone is also intended to:

- a. Provide and protect areas of the city for marine-related commerce, while striking a balance with the need for limited commercial uses;
- b. Preserve Everett's "working waterfront" character; and
- c. Further the goals of the Everett comprehensive plan and shoreline master program relating to public access to and enjoyment of the shoreline.

E. *Park and Open Space Zone (P-OS)*. The purpose of the park and open space zone is to provide a zoning classification for recreational and open space uses and other compatible public uses on current and future city-owned land, or for public properties characterized by environmental sensitivity and value to be preserved, for the most part, in their undisturbed state, and to provide and protect open space and other natural assets of the community.

F. *Watershed Resource Management (WRM)*. The purpose of the watershed resource management zone is to provide a land use classification which allows for the continuation of existing uses and anticipated future uses for land in the city-owned Chaplain Tract within the corporate limits of Everett. These are lands that are not intended for urban development and are located outside the urban growth boundary. These properties are intended to be used only for municipal service purposes that do not conflict with the maintenance of a safe and adequate water supply for the Everett water system, and which are in accordance with applicable license requirements.

G. *Overlay Zones*.

1. *Historic Overlay Zone (H)*. The purpose of the historic overlay zone is to:

- a. Establish a regulatory mechanism for the designation and protection of historic sites, buildings, districts and landmarks;
- b. Provide for methods of modifying the development standards of the underlying zone in the interest of preserving or enhancing the historic features or significance of a particular site; and
- c. Recognize the depth of historical resources in Everett and their significance to the heritage of the community.

2. *Institutional Overlay Zone (I)*. The purpose of the institutional overlay zone is to allow for various institutional land uses with special needs and impacts to be located in the Everett community in a manner which is compatible with surrounding land uses

through a master plan review process which requires public involvement and provides predictability to the institution and the public.

3. *Planned Development Overlay Zone (PD)*. The purpose of the planned development (PD) overlay zone is to allow for commercial, industrial and mixed-use developments which are of a unique character and desirable quality, and which are beneficial to the area in which the property is located and to the community in general. It is the intent of this chapter to provide a public review process through which a planned development may be proposed with alternative standards to those contained in this title, and that the primary basis for city approval of alternative development standards is that the proposal will result in a development which, as a whole, provides public benefits and high quality development that otherwise cannot be realized through conformance to the requirements of this title.

4. *Airport/~~Port~~ and Navy Compatibility Overlay Zone (APN)*. The purpose of the ~~APN~~ Airport and Navy compatibility zones is to protect Paine Field Airport, ~~Port of Everett~~, and Naval Station Everett from nearby incompatible land uses and development by implementing special development standards and project permit notice procedures.

5. *Mixed-Use Centers*. The purpose of Mixed-Use Centers is to support significant housing and employment growth in compact and pedestrian-oriented urban places that are connected to public transit and active transportation networks. Mixed-Use Centers include Metro Everett.

Section 3. Subsection EMC 19.04.030 “Street-facing dwelling unit façade” is hereby deleted.

Section 4. Subsection EMC 19.04.050 “Transit Stop, Frequent” is hereby deleted.

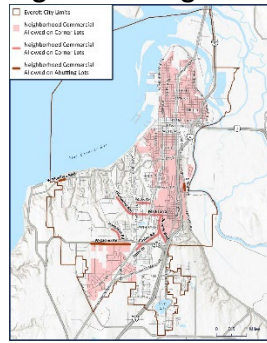
Section 5. EMC 19.05.045 is hereby amended as follows, with strikeout text deleted and underlined text added.

19.05.045, Neighborhood Commercial

A. The purpose of this section is to allow small-scale neighborhood commercial uses in residential areas subject to specific development standards to ensure compatibility. Uses identified in section C are permitted where meeting the criteria in subsection B, subject to the standards in section C.

B. Neighborhood Commercial uses are permitted in residential zones in the following areas:

Map 5-1 Areas Eligible for Neighborhood Commercial



1. Corner lots, meaning lots that abut two different and intersecting public streets, within the areas identified in Map 5-1; and
2. In buildings historically used for and built for commercial/~~residential~~ or mixed use, including buildings for which a legal nonconforming use has discontinued or ceased; and
3. Lots abutting the following streets:
 - a. W Casino Rd; and
 - b. S 2nd Ave between Zillah St and Eugene St.
 - c. W Mukilteo Blvd between Sound Ave and Upland Ave

C. Allowed Neighborhood Commercial uses:

1. Food or beverage establishment;
2. The following subcategories of Retail Sales and Service: grocery, specialty food stores (bakery, convenience store, ice cream, candy, deli, butcher/meat market, vegetable, beer/wine/liquor), cobbler/shoe repair, tailor, laundromat, barber, hair salon, bookstore, florist, pet store, pharmacy, or similar;
3. Clinic, except in the area bounded by Hoyt Avenue, Lombard Avenue, 10th Street, and 14th Street;
4. Lodging-Hotels, Motels (limited to five rooms);
5. Veterinary Clinic or Animal Day Care — Limited to Small Animal;
6. Day Care Center, Commercial (limited to 20 children or adults);
7. Entertainment and Recreation — Enclosed in Building (e.g., theater, fitness facility);
8. Offices; and
9. Other uses not listed above if determined through the review process described in Title 15 to be compatible with surrounding properties and the immediate vicinity.

D. Standards for Neighborhood Commercial uses, provided that standards may be modified by the planning director if determined through the review process described in Title 15 to be compatible with surrounding properties and the immediate vicinity:

1. Up to 3,000 square feet gross floor area or 50% of the gross floor area of the ground floor, whichever is larger;
2. Outdoor use areas are subject to administrative use permit and EMC 19.39.050;
3. See EMC 19.06.020 for reduced setbacks for Neighborhood Commercial uses;
4. No minimum off-street parking required;
5. Off-street parking prohibited between the building and the street;
6. No drive through facilities allowed;
7. Hours of operation: limited to 6 am to 11 pm;
8. See Chapter 20.08 for maximum permissible noise levels; and
9. The primary street-facing façade shall have a main entrance door and at least 60 percent of the area transparent windows or doors and the secondary street-facing facade must be 25 percent windows or entrance doors. Windows used to meet this standard must allow views from the building to the street and may not be glass block.

Section 6. EMC 19.05.090 is hereby amended as follows, with strikeout text deleted and underlined text added.

19.05.090 Table 5-2 (commercial use table)

| USE | NR-C | NR | UR4 UR7 | MU4 MU7 MU15 MU25 | U-MU | LI | HI | AG | SPECIAL REGULATIONS |
|-----------------------------------|------|----|------------|----------------------------|----------------|----|----|----|--|
| COMMERCIAL USES | | | | | | | | | (See EMC 19.39.060, Performance regulations—General, regarding requirements to prevent nuisance impacts.) |
| Automobile drive-through facility | | | | p ³ | | | | | See EMC 19.13.095 for regulations concerning drive-through facilities. ³ Drive through facilities restricted in mixed-use centers. See EMC 19.13.095 for automobile drive through facility requirements. |
| Auto fuel sales | | | | A ⁴ | P ⁴ | P | P | | ⁴ Prohibited in mixed-use centers. |

| USE | NR-C | NR | UR4 UR7 | MU4 MU7 MU15 MU25 | LI-MU | LI | HI | AG | SPECIAL REGULATIONS |
|---|------|----------------|----------------|----------------------------|-----------------|-----------------|-----------------|----|---|
| Automobile, light truck or RV sales or rental | | | | p ⁴ | | | | | ⁴ Prohibited in mixed-use centers. |
| Equipment sales and rental | | | | A | P | P | P | | |
| Heavy truck and equipment sales | | | | | P | P | P | | |
| Automobile and truck service, light; body repair and painting | | | | p ⁴ | p ⁴ | p ⁴ | p ⁸ | | See EMC 19.13.140 for light automobile and truck service, body repair and painting. ⁴ TOD or pedestrian streets: prohibited use. ⁸ In HI zone, light vehicle servicing is permitted only in multiple-tenant building or development. |
| Automobile and truck service, heavy | | | | | | | P | | |
| Automobile dismantling/recycling | | | | | p ⁹ | P | p ⁹ | | ⁹ Permitted only when completely contained within an enclosed building. |
| Impound, storage yard, tow yard | | | | | p ¹⁰ | p ¹⁰ | p ¹⁰ | | ¹⁰ Impound, storage and tow yards shall comply with landscaping and screening requirements of Chapter 19.39 EMC. |
| Casino, mini | | | | p ¹¹ | p ¹¹ | | | | See EMC 19.13.170. ¹¹ See EMC 19.13.170 for Mini-casino regulations, including Map 13-1 indicating where Mini-Casinos are prohibited. |
| Convention center | | | | P | P | | | | |
| Clinics | | p ¹ | p ¹ | p ¹⁷ | A ¹⁷ | | | | ¹ Permitted only when meeting the requirements of EMC 19.05.045. ¹⁷ In Metro Everett on TOD or pedestrian streets: Clinics are a prohibited use on the ground floor; provided, however, that the following are not considered clinics for the purpose of this restriction: dentists, psychiatrists, chiropractors, physical |

| USE | NR-C | NR | UR4 UR7 | MU4 MU7 MU15 MU25 | LI-MU | LI | HI | AG | SPECIAL REGULATIONS |
|---|------|--------------------|--------------------|----------------------------|---------------------|---------------------|---------------------|----|--|
| | | | | | | | | | <p>therapists, optometrists or ophthalmologists.</p> <p>^(a)Government public health agency uses providing clinical services shall be deemed to be a permitted use on the ground floor within the MU or LI1/LI2 zone.</p> <p>^(b)Health events on a property within the MU or LI1/LI2 zone providing clinical health services to the general public, not exceeding three days in duration and occurring not more than once every ninety days, shall be exempt from the prohibition of clinics on the ground floor.</p> |
| Day care center, commercial | | p ¹ | p ¹ | P | P | P | P | | |
| Entertainment and recreation—enclosed in building (e.g., theater, fitness facility) | | p ¹ | p ¹ | p ¹² | p ¹² | p ¹² | | | ¹ Permitted when meeting the requirements of EMC 19.05.045. ¹² In Metro Everett on TOD or pedestrian streets: Private clubs are a prohibited use on the ground floor. |
| Entertainment and recreation—not enclosed (e.g., amusement, outdoor arena) | | | | C | A | A | P | C | |
| Food or beverage establishment | | p ^{1, 13} | p ^{1, 13} | p ¹⁴ | p ^{14, 15} | p ^{14, 15} | p ^{14, 15} | | <p>¹ Permitted only when meeting the requirements of EMC 19.05.045.</p> <p>¹³Taverns, nightclubs and restaurants with live entertainment prohibited.</p> <p>¹⁴Taverns, nightclubs and restaurants with live, amplified entertainment shall be set back a minimum of one hundred feet from any residential zone.</p> <p>¹⁵Allowed as an accessory use only.</p> |
| Lodging—hotels, motels | | | | P | P | | | | |

| USE | NR-C | NR | UR4 UR7 | MU4 MU7 MU15 MU25 | LI-MU | LI | HI | AG | SPECIAL REGULATIONS |
|--|------|----------------|----------------|----------------------------|---------------------|-----------------|-----------------|----|---|
| Offices | | p ¹ | p ¹ | P | p ¹⁵ | p ¹⁵ | p ¹⁵ | | ¹ Permitted only when meeting the requirements of EMC 19.05.045. ¹⁵ Allowed as an accessory use only. |
| Parking, commercial— applicable if principal use | | | | | | | | | |
| Retail sales and service | | p ¹ | p ¹ | P | P ₂₀ | p ²⁰ | p ²⁰ | | ¹ Permitted only when meeting the requirements of EMC 19.05.045.. ²⁰ Permitted as an accessory use for those products produced on premises and related products. |
| Storage, commercial— enclosed in building (e.g., mini-storage) | | | | A ^{21, 24} | p ^{21, 24} | p ²⁴ | | | ²¹ TOD or pedestrian streets: prohibited use on the ground floor. ²⁴ Minimum floor area ratio: 2.0 |
| Storage, commercial— not enclosed in building (e.g., boat or RV storage) | | | | | | | | | |
| Veterinary clinic or animal day care— limited to small animal | | p ¹ | p ¹ | P | P | | | | Outside runs or other outside facilities for animals are not permitted. Buildings shall be constructed so noise from this use is not audible on residentially zoned lots. |
| Veterinary clinic or commercial kennels— large animal or commercial kennels | | | | | p ⁴ | P | | A | Buildings and outside runs shall be placed and constructed so noise from this use is not audible on residentially zoned lots. ⁴ Prohibited in mixed-use centers. |

¹ Permitted only when meeting the requirements of EMC 19.05.045.

² See Industrial Uses. Alcohol production is allowed as a primary use without the requirement to include a restaurant, retail, or tasting room.

³ Drive through facilities restricted in mixed-use centers. See EMC 19.13.095 for automobile drive through facility requirements.

⁴ Prohibited in mixed-use centers.

⁵ Reserved.

⁶ Reserved.

⁷ Reserved.

⁸ In the HI zone, light vehicle servicing is permitted only in multiple-tenant building or development.

⁹ Permitted only when completely contained within an enclosed building.

¹⁰ Impound, storage and tow yards shall comply with landscaping and screening requirements of Chapter 19.39 EMC.

¹¹ See EMC 19.13.170 for Mini-casino regulations, including Map 13-1 indicating where Mini-Casinos are prohibited.

¹² In Metro Everett on TOD or pedestrian streets: Private clubs are a prohibited use on the ground floor.

¹³ Taverns, nightclubs and restaurants with live entertainment prohibited.

¹⁴ Taverns, nightclubs and restaurants with live, amplified entertainment shall be set back a minimum of one hundred feet from any residential zone.

¹⁵ Allowed as an accessory use only.

¹⁶ Reserved.

¹⁷ In Metro Everett on TOD or pedestrian streets: Clinics are a prohibited use on the ground floor; provided, however, that the following are not considered clinics for the purpose of this restriction: birthing centers, dentists, psychiatrists, chiropractors, physical therapists, optometrists or ophthalmologists.

(a) Government public health agency uses providing clinical services shall be deemed to be a permitted use on the ground floor within ~~the MU or LI1/LI2 zone~~ mixed use or industrial zones.

(b) Health events on a property within ~~the MU or LI1/LI2 zone~~ mixed use or industrial zones providing clinical health services to the general public, not exceeding three days in duration and occurring not more than once every ninety days, shall be exempt from the prohibition of clinics on the ground floor.

¹⁸ Reserved.

¹⁹ Reserved.

²⁰ Permitted as an accessory use for those products produced on premises and related products.

²¹ TOD or pedestrian streets: prohibited use on the ground floor.

²² Reserved.

²³ Reserved.

²⁴ Minimum floor area ratio: 2.0.

Section 7. EMC 19.06.070 is hereby amended as follows, with strikeout text deleted and underlined text added.

19.06.070, Minimum lot area—Averaging in land divisions.

In any formal subdivision within the NR and NR-C zones and in short subdivisions the individual lots shall be considered legal lots if the average of the areas of all lots meets the minimum requirement for the district in which the land division is located, and further provided:

A. That no lot shall be less than four thousand square feet with a minimum of fifty feet of width and eighty feet of depth unless in the NR zone where the lot abuts and takes vehicular access from a public alley;

B. On lots with alley access, no individual lot therein shall have an area less than three thousand square feet, be less than thirty feet in width, or less than eighty feet in lot depth. On such lots, the minimum lot frontage requirement shall be not less than thirty feet, and the lot frontage requirements listed elsewhere in this chapter shall not apply;

C. That lot area averaging may not be used to create lots for duplexes or multiple-family dwellings with less lot area than otherwise required by this title for the zone in which the property is located;

D. Not more than a thirty-five percent increase over the required minimum lot area for any single lot shall be credited in computing average lot area;

E. ~~The small lot single family development standards of EMC 19.08.020 shall apply to single family dwellings on lots with less than five thousand square feet created using the lot area averaging process;~~

~~F.~~ Critical areas and buffers may not be used as credit for lots utilizing lot size averaging.

Section 8. EMC 19.08.010 is hereby amended as follows, with ~~strikeout~~ text deleted and underlined text added.

19.08.010 Intent, applicability, and overview.

~~This chapter addresses:~~

~~A. Development standards for:~~

~~1. Development in the Neighborhood Residential or Neighborhood Residential-Constrained zones, and~~

~~2. In other zones, development of detached one- and two-unit dwellings and any number of townhouses up to three stories in height, along with their accessory structures.~~

~~B. This Chapter provides standards to ensure that new development accomplishes the following:~~

~~1. Makes a positive contribution to the development pattern of the area;~~

~~2. New or altered structures are compatible with the design and use of existing structures on neighboring properties;~~

~~3. Does not impact in a substantial negative manner the habitability of neighboring properties;~~

~~4. Design sites to have both an external orientation to the streetscape and an internal orientation to the residential environment with unifying open space and pedestrian pathways; and~~

~~5. Design emphasis should be given to the pedestrian, rather than the auto environment, through placement of parking in a less prominent location~~

A. Purpose. This Chapter provides standards to ensure that new development accomplishes the following:

1. Makes a positive contribution to the development pattern of the area;

2. New or altered structures are compatible with the design and use of existing structures on neighboring properties;

3. Does not impact in a substantial negative manner the habitability of neighboring properties;

4. Design sites to have both an external orientation to the streetscape and an internal orientation to the residential environment with unifying open space and pedestrian pathways; and

5. Design emphasis should be given to the pedestrian, rather than the auto environment, through placement of parking in a less prominent location.

B. Applicability. The standards in this chapter apply to the following:

1. Development in the Neighborhood Residential or Neighborhood Residential-Constrained zones, and;

2. In other zones, development of detached one- and two-unit dwellings and any number of townhouses up to three stories in height, along with their accessory structures.

C. Exceptions. The following are excepted from the requirements of this chapter:

a. Minor exterior alterations, provided, however, the alteration shall meet the following:

i. The alterations to the exterior shall meet the applicable standards of this chapter;

ii. The alterations do not create a greater nonconformance unless otherwise allowed through modification of standards; and

iii. The alterations are not as a result in a change of use or occupancy (see subsection (B)(2)(c) of this section).

b. Interior alterations which do not change the exterior appearance of the building and/or site.

c. Change of use or occupancy which is either a minor exterior alteration or interior alterations; provided, however, that if the change in use or occupancy creates additional off-street parking, the development shall meet the parking requirements of this title, Chapter 19.34 EMC (Parking) and, as required, Chapter 19.35 EMC (Landscaping) and Chapter 19.33 EMC (Streets, Sidewalks and Pedestrian Circulation).

Section 9. EMC 19.08.020 is hereby amended as follows, with strikeout text deleted and underlined text added.

19.08.020 Neighborhood Residential General Standards.

A. Standards shall be applied to irregularly-shaped lots in compliance with EMC 19.06.050

B. Front porch or entrance types are provided in EMC 19.08.050. These are not included in the calculation of maximum lot coverage by building, and are allowed to encroach into required front and side street setbacks by up to five feet, provided minimum clearance is maintained. For other encroachments, see EMC 19.06.030.

C. Where flat roofs are provided, a decorative parapet is required to conceal all roof areas/equipment from view of a public street or space. The parapet shall match the materials and finishes used on the building walls.

D. See Chapter 19.35 EMC for landscaping and street tree requirements.

Section 10. EMC 19.08.030 is hereby amended as follows, with strikeout text deleted and underlined text added.

19.08.030 Neighborhood Residential Site Design

A. New dwelling units that include any façade within thirty feet of a public street right-of-way must face the street, which means including a street-facing dwelling unit façade that includes one of the front porch or entrance types in EMC 19.08.050 facing the public street for each individual dwelling or shared building entry.

B. Building separation (clear space between buildings): per building code or as necessary for path.

C. Shared yards and private yards. New dwelling units permitted under this Chapter must have direct access to either a private yard or a shared yard. Direct access means available at all times for use by a resident of the associated dwelling unit and accessible by continuous pedestrian path without crossing a public right-of-way. Direct access may include passing a gate.

1. Private yard. A private yard is required for dwelling units without direct access to a shared yard.

a. Required private yards must have direct access from the associated dwelling unit.

b. A private yard shall be a minimum of eight feet in any direction, no less than eighty square feet in area

c. Required private yards may be located in a required landscaping area, required setback area, or on top of a roof.

d. Private yards shall not include driveways, pathways, parking areas, buildings, or critical areas or their buffers.

2. Shared yard. A shared yard is required for dwelling units without direct access to a private yard.

a. Required shared yards must have direct access from the associated dwelling unit.

b. For shared yards with up to five associated dwelling units, the required shared yard must be a minimum of fifteen feet in any direction, no less than 300 square feet in area.

c. For shared yards with six or more associated dwelling units, the required shared yard(s) must be a minimum of twenty feet in any direction, no less than 10% of the lot in area.

c. Required shared yards may be located in a required landscaping area or required setback area.

d. Shared yards shall not include driveways, pathways, parking areas, buildings, or critical areas or their buffers.

Section 11. EMC 19.08.040 is hereby amended as follows, with ~~strikeout~~ text deleted and underlined text added.

19.08.040 Neighborhood Residential Building design standards

A. Applicability. The design standards in this section apply to ~~front façades, side street façades, side interior façades, and rear façades~~ new dwelling units that include any façade within thirty feet of a public street right-of-way. ~~Fire walls, visible party walls, and side interior façades less than 5 feet from a shared lot line are exempt.~~

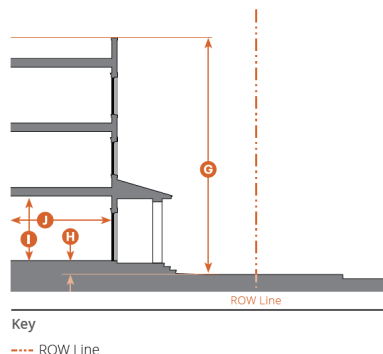
B. Facades, Ground Floor, Roofs, Exterior Stairs, and Transparency.

1. Facades.

a. New dwelling units permitted under this chapter must include a front porch or entrance pursuant to EMC 19.08.050; different dwelling units on a lot may have different front porch or entrances.

2. Ground Floor

Figure 8-1: Building Form



a. Ground floor finish level {H}: 6" minimum, except shared entries may be set at grade in compliance with local and federal accessibility standards.

b. Ground floor ceiling height {I}: 9' minimum.

c. Ground floor depth {J}: 12' minimum distance from the street-facing façade to the rear interior wall of the ground-floor habitable space in compliance with this Chapter.

~~2~~ 3. Roofs.

~~b~~ a. Roofs, excepting rooftop decks or flat roofs, must incorporate at least one of the following architectural elements in roof forms: vertical or horizontal changes in rooflines; varied roof forms; dormers; deep roof overhangs (more than twenty-four inches); rafter tails, brackets, corbels, or other decorative supports; and/or prominent cornice, soffit, or fascia details.

~~3~~ 4. Exterior Stairs. Fire escapes and exterior stairs providing access to an upper floor are not allowed on any facade that faces a street unless another building is between the façade and the public street.

~~4~~ 5. Transparency. At least fifteen percent of the area of each street-facing facade must be windows or main entrance doors. Windows used to meet this standard must allow views from the building to the street. Glass block does not meet this standard. Windows in garage doors do not count toward meeting this standard.

C. Exterior Materials

1. Durability

a. Exterior timber shall be protected from decay by at least one of the following:

(1) Staining and sealing;

(2) Painting; and/or

(3) Material properties. Pressure treated lumber is not allowed as a façade finish material. The following types of unpainted wood are allowed:

(A) Teak or Iroko

(B) Cedar

(C) Redwood

(D) White Oak or Garry Oak

(E) Ipe/Brazilian Walnut

(F) Bald Cypress

(G) Black Locust

b. Exterior ~~ferrous~~ metals shall be protected from corrosion and leaching by at least one of the following:

- (1) Painting or other impermeable coating; and/or
- (2) Metallurgical properties.

2. Materials Defining Building Elements

a. Bays. Changes in wall finish material shall occur at the boundaries between bays rather than within a bay.

b. Parapet.

- (1) Parapets shall terminate in a parapet cap of stone, brick, concrete, tile, metal, or molded stucco.

c. Materials Allowed for Building Details/Ornament

- (1) Wood
- (2) Metal (steel, copper, aluminum, tin)
- (3) Glass fiber reinforced concrete (GFRC)/fiberglass
- (4) Terra-cotta
- (5) Tile
- (6) Plaster

~~D. Landscaping/Screening.~~

~~1. See Chapter 19.35 EMC for landscaping and street tree requirements.~~

~~2. Screening of waste containers from view of neighboring properties is required.~~

Section 12. EMC 19.08.050 is hereby amended as follows, with strikeout text deleted and underlined text added.

19.08.050 Front porch and entrance requirements.

A. Purpose. This section provides the standards for residential front porches and entrances. Residential front porches and entrances are the components of a building that provide the transition and interface between the building and the sidewalk or path leading to the sidewalk.

B. General Standards.

1. The names of the front porches and entrances indicate their particular configuration or function and are not intended to limit uses within the associated building.

~~2. The ground floor, for a minimum depth as identified in 19.08.040(B)(1), is required to be habitable/occupiable space in compliance with this Chapter. Accessibility is provided through the front porch or entrances.~~

C. Porch Projecting.

1. **Description.** The main façade of the building is set back from the front or side street lot line with a covered structure (the porch) encroaching into the front setback. The resulting setback area may be defined by a fence or hedge to spatially maintain the edge of the street. The Porch may be one or two stories, is open on three sides, with all habitable space located behind the building setback line.

Table 8-1: Porch Projecting

| | |
|--|---------------------------|
| | |
| <p>Key</p> <p>--- ROW/ Design Site Line --- Setback Line</p> | |
| Size | |
| Width, Clear | 8' min. {A} |
| Depth, Clear | 6' min. {B} |
| Height, Clear | 8' min. {C} |
| Stories | 2 stories max. |
| Finish Level above grade | 12" min. ¹ {D} |
| Pedestrian Access | 3' wide min. {E} |
| <p>Notes:</p> <p>¹ Shared entries may be set at grade per local and federal accessibility standards.</p> <p>Porch shall be open on three sides. Clear glass may be installed between the porch columns.</p> <p>The porch is not required to be covered.</p> <p>The Porch is allowed to encroach into the front and side street setbacks in compliance with this Chapter.</p> <p>Ramps are required to be integrated along the side of the building to connect with the Projecting Porch.</p> | |

D. Porch, Engaged

Engaged Porch may project into the front or street side setback. The resulting setback may be defined by a fence or hedge to spatially maintain the edge of the street. The Engaged Porch may be one or two stories and has two adjacent sides that are engaged to the building, while the other two sides are open.

Table 8-2: Porch Engaged

| | |
|---|---|
| <p>Key --- ROW/ Design Site Line --- Setback Line</p> | |
| Size | |
| Width, Clear | 8' min. {A} |
| Depth, Clear | 6' min. {B} |
| Height, Clear | 8' min. {C} |
| Stories | 2 stories max. |
| Finish Level above Grade | 12" min. ¹ {D} |
| Pedestrian Access | 3' wide min. {E} |
| Encroachment Area of Building Façade | |
| Depth | 6' max. {F} |
| Width | 1/3 min. of overall building façade {G} |
| Notes: ¹ Shared entries may be set at grade per local and federal accessibility standards. Porch shall be open on two sides. Clear glass may be installed between the porch columns. The Porch is allowed to encroach into the front and side street setbacks Ramps are required to be integrated along the side of the building to connect with the Engaged Porch. | |

E. Dooryard. The main façade of the building is set back from the front or side street lot line, which is defined by a low wall or hedge, creating a small private area between the sidewalk and the façade. Each Dooryard is separated from adjacent Dooryards. The Dooryard may be raised or at grade.

Table 8-3: Dooryard

| | |
|--|---------------------------|
| <p>Key --- ROW/ Design Site Line Setback Line</p> | |
| Size | |
| Depth, Clear | 6' min. {A} |
| Length | 8' min. {B} |
| Distance between Glazing | 4' max. {C} |
| Pedestrian Access | 3' wide min. {E} |
| Finish Level above grade | 24" max. ¹ {F} |
| Height of Dooryard Fence/Wall above Finish Level | 36" max. {G} |
| Notes: ¹ Shared entries may be set at grade per local and federal accessibility standards. Each Dooryard shall provide access to only one ground floor entry. The Dooryard is allowed to encroach into the front and side street setbacks Ramps are required to be integrated along the side of the building to connect with the Dooryard. | |

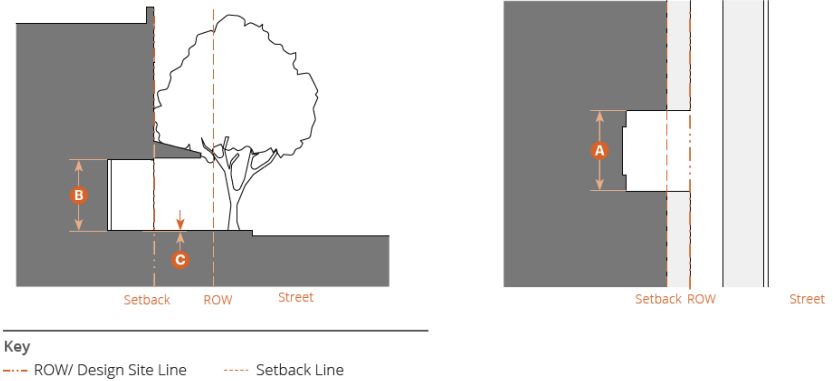
Ø- F. Stoop. The main façade of the building is near the front or side street lot line with steps to an elevated entry. The Stoop is elevated above the sidewalk to provide privacy along the sidewalk-facing rooms. Stairs or ramps from the Stoop may lead directly to the sidewalk or may be parallel to the sidewalk.

Table 8-4: Stoop

| | |
|--|----------------------|
| <p>Key --- ROW/ Design Site Line --- Setback Line</p> | |
| Size | |
| Width, Clear | 4' min. {A} |
| Depth, Clear | 3' min. {B} |
| Height, Clear | 8' min. {C} |
| Stories | 1 story max. {C} |
| Finish Level above grade or sidewalk | 12" min. {D} |
| Distance between façade and Lot Line | Required setback {E} |
| Notes: Stairs may be perpendicular or parallel to the building façade. Entry doors shall be covered or recessed to provide shelter from the elements. Doors shall face the street. The Stoop is allowed to encroach into the front and side street setbacks. Ramps are required to be integrated along the side of the building to connect with the Stoop. | |

E. G. Common Entry. The main façade of the building is near or set back from the front or side street lot line, with a covered entry within the main façade, providing a transition between the sidewalk and the interior. The entryway leads to a lobby or foyer that provides interior access to units.

Table 8-5: Common Entry

| | |
|--|------------------------------------|
|  <p>Key --- ROW/ Design Site Line --- Setback Line</p> | |
| Size | |
| Width, Clear | 6' min. {A} |
| Height to Canopy/Ceiling, Clear | 2.5 x Clear Width max.; min 9' {B} |
| Finish Level above grade | 0" min.; 36" max. {C} |
| Notes: Entry doors shall be covered and/or recessed to provide shelter from the elements. Gates are not allowed. Entry doors shall face the street. Canopy, where provided, shall be at least as wide as the opening. | |

Section 13. EMC 19.08.060 is hereby amended as follows, with ~~strikeout~~ text deleted and underlined text added.

19.08.060 Attached garage requirements

A. Applicability. The design standards in this section apply to new dwelling units that include any façade within thirty feet of a public street right-of-way.

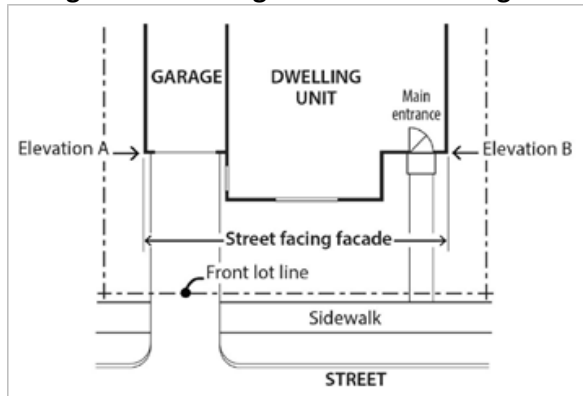
A B. Attached Garage Setbacks and ~~Lengths~~ Widths. The purpose of these standards is to encourage residential character and lessen the visual prominence of garages along public street frontages where applicable.

1. See Chapter 19.34 EMC for access and driveway requirements, including the requirement to obtain access from an alley if available.
2. Except along alleys, all garage wall facades facing the street shall be set back a minimum of five feet behind the ~~front~~ street-facing wall of the primary building mass.
3. The ~~length~~ width of the garage wall facade facing a public street may be up to fifty percent of the ~~length~~ width of the street-facing ~~dwelling unit~~ facade, except that a garage wall facade set back a minimum of twenty feet behind the ~~front~~ street-facing

facade of the dwelling unit is allowed a two-car-wide garage facade of up to twenty feet wide. (See Figure 8-2 below.)

4. Where the public street-facing facade of the dwelling unit is less than twenty-two feet in length, an attached garage is prohibited as part of that facade.
5. Semi-subterranean garages are allowed to project above the adjacent finished grade by up to 4 feet.

Figure 8-2: Garage Setbacks and Lengths



Section 14. EMC 19.08.110 is hereby amended as follows, with ~~strikeout~~ text deleted and underlined text added.

19.08.110 Residential accessory buildings.

The following requirements apply to all buildings which are accessory to residential uses ~~in the NR or NR-C zones:~~

A. Accessory buildings or uses may not be established until the principal dwelling or dwellings are constructed on the lot.

B. Use of Accessory Buildings.

1. Detached accessory buildings are limited to accessory uses.
2. The following spaces are allowed within a detached accessory building: bathrooms, hobby rooms, home occupations, home offices, recreation rooms, or laundry rooms. The following rooms are not allowed in accessory buildings: bedrooms, or kitchens.

C. General Standards. The following table is a summary of the standards required for residential accessory buildings:

Table 8-6: Residential Accessory Building Standards

| Subject | Standard |
|------------------|--|
| 1) Maximum Size: | a) The footprint shall not exceed the lesser of 1) 15% of the total lot area; 2) 3,000 square feet; or 3) the dwelling's building footprint. |

| Subject | Standard |
|-------------------------------------|---|
| | <p>I. Exceptions for Attached Garage. An attached garage constructed as an integral part of the dwelling is not included in this limitation. "Integral" means that at least two sides, or a side and ceiling, of the garage abuts habitable space of the dwelling.</p> <p>II. Porches. Any porch, including any covered decks or patios which are an integral part of the porch are not considered an accessory building and subject to these provisions. See Chapter 19.06 EMC for lot coverage requirements and EMC 19.08.050 for front porch and entrance requirements.</p> <p>III. Exceptions for Other Structures. Up to 200 square feet of the following accessory buildings or structures are not included in the size calculations above: child's playhouse or treehouse, play structure, gazebo, doghouses, patio or garden trellis. This exception does not include sheds or other storage buildings.</p> <p>b) A detached accessory building(s) shall be compatible with the dwelling including roof pitch and building materials.</p> <p>c) If the city finds that the impacts of accessory buildings which are larger than 1,000 square feet will create noise, vibrations or impact privacy to adjoining properties in excess of what a smaller accessory building would create, the city shall have the authority to impose greater setback requirements, landscape buffers, or other requirements as necessary to mitigate the impacts.</p> <p>d) If the principal use is a housing type with maximum floor to area ratios (FAR), please see FAR limits that may affect the size of residential accessory buildings.</p> |
| 2) Setbacks, Front and Side Street: | <p>a) Any accessory residential structure located within the rear setback area required for a principal dwelling shall have a minimum separation from the principal dwelling of 10 feet, not including eaves or other building appurtenances.</p> <p>b) See Chapter 19.06 EMC.</p> |
| 3) Maximum Height: | See Chapter 19.22 EMC. |
| 4) Design Standards: | <p>a) Metal siding or corrugated metal roofing material shall be prohibited on all accessory buildings with a gross floor area larger than two hundred square feet, unless materials similar in appearance are used in the majority of the principal building or if approved by the planning director.</p> <p>b) The planning director, using the review process described in EMC Title 15, Local Project Review Procedures, may allow accessory buildings with metal siding or corrugated metal roofing.</p> |
| 5) Temporary Covers: | <p>Structures that are covered or partially covered with tarps, fabric, metal, plastic or any other similar type of materials shall:</p> <p>a) Be prohibited between any portion of the principal building and abutting streets. This prohibition shall apply to any area of the lot that is located between the street and a line that is parallel to the street and extended from any facade of the principal</p> |

| Subject | Standard |
|------------------------|---|
| | building that faces the street to the side lot line(s), or to the rear lot line on the street side of a corner lot; and b) Be immediately removed or repaired in the event of disrepair or in the event of damage caused by weather, fire, collision, accident or other forms of damage. |
| 6) Shipping Containers | Shipping containers or other similar storage units do not qualify as accessory buildings under this section and shall be prohibited in residential zones. |

Section 15. EMC 19.09.010 is hereby amended as follows, with ~~strikeout text~~ deleted and underlined text added.

19.09.010 Purpose and applicability.

A. Purpose. The purpose of the requirements contained in this chapter is to:

1. Promote a broad range of housing and commercial opportunities in the city.
2. Encourage building design that combines appropriate, compatible architectural scale with streetscape design and pedestrian amenities;
3. Protect less intensive zones and uses from impacts that could result from excessive mass and vertical scale of larger buildings. This objective can be accomplished by applying the standards in this chapter in conjunction with the building placement and height regulations in Chapters 19.06 and 19.22 EMC; and
4. Recognize that a flexible design approach providing a menu of options will result in buildings that are attractive, durable, and contribute to Everett's vitality as a community.

B. Applicability.

1. The standards in this chapter apply to residential development within the UR4, UR7, MU4, MU7, MU15, MU25, and LI-MU zones.
2. Exceptions. The following are excepted from the requirements of this chapter:
 - a. For development standards for detached one- and two-unit dwellings and any number of townhouses up to three stories in height, along with their accessory structures, refer instead to Chapter 19.08 EMC.
 - b. Minor exterior alterations, provided, however, the alteration shall meet the following:
 - i. The alterations to the exterior shall meet the applicable standards of this chapter;
 - ii. The alterations do not create a greater nonconformance unless otherwise allowed through modification of standards; and

iii. The alterations are not as a result in a change of use or occupancy (see subsection (B)(2)(c) of this section).

c. Interior alterations which do not change the exterior appearance of the building and/or site.

d. Change of use or occupancy which is either a minor exterior alteration or interior alterations; provided, however, that if the change in use or occupancy creates additional off-street parking or uses outdoor areas to conduct business or store materials, the development shall provide the following:

i. The development shall meet the parking requirements of this title, Chapter 19.34 EMC (Parking, Loading and Access Requirements) and, as required, Chapter 19.35 EMC (Landscaping) and Chapter 19.33 EMC (Streets, Sidewalks and Pedestrian Circulation); and

ii. Any building alteration includes weather protection as required by this chapter.

~~2.~~ 3. Conflicts. In the event of a conflict between these requirements and the standards of other sections of the Unified Development Code, these requirements shall control; provided, however, the requirements established as part of the creation of any historic overlay zone shall take precedence over any conflicting requirements in this chapter.

~~3-4.~~ Mixed Developments. For mixed developments refer to the following sections as applicable, provided that the Planning Director is authorized to interpret applicability to provide for reasonable accommodation of mixed-use and commercial development encouraged by the comprehensive plan:

a. For development standards for detached one- and two-unit dwellings and any number of townhouses up to three stories in height, along with their accessory structures, refer to Chapter 19.08 EMC; and

b. For development standards for residential development other than detached one- and two-family dwellings and townhouses up to three stories in height, along with their accessory structures, refer to this Chapter 19.09 EMC; and

c. For development standards for nonresidential development, refer to EMC 19.09.200 through EMC 19.09.260

~~4-5.~~ Future Phases. When residential development is proposed to be added as a later phase to an existing development which does not meet the requirements contained herein, the requirements contained herein shall apply, but may be modified by the planning director as needed to provide for continuity between the existing and proposed phases of development.

5. UR4, UR7, MU4, MU7, MU15, MU25, and LI-MU Zones. See EMC 19.09.200 through 19.09.260 for applicable development standards.

C. LI2 and HI Zones. See EMC 19.09.300 and 19.09.310 for applicable development standards.

D. The standards in this chapter apply primarily to building design. Refer to the following chapters in this title for additional regulations applicable to new development:

1. Chapter 19.06 EMC, Lots, Setbacks and Residential Densities.
2. Chapter 19.22 EMC, Building and Structure Heights.
3. Chapter 19.33 EMC, Streets, Sidewalks and Pedestrian Circulation.
4. Chapter 19.34 EMC, Parking, Loading and Access Requirements.
5. Chapter 19.35 EMC, Landscaping.
6. Chapter 19.36 EMC, Signs.

Section 16. EMC 19.09.050 is hereby amended as follows, with ~~strikeout~~ text deleted and underlined text added.

19.09.050 Required amenity space, including outdoor and common areas.

A. Purpose and Intent. The required outdoor and common area standards for residential development ensure opportunities for healthy outdoor relaxation, recreation, community gathering, and social interaction. The standards ensure that some of the land not covered by buildings is of adequate size, shape, and location to be usable for outdoor recreation or relaxation. Both indoor and outdoor areas are important for the livability of a residential property.

B. Outdoor and Common Area Requirements.

1. Definitions or terms used in this section:

- a. "Outdoor area" may be provided as private open space, such as a patio or balcony, or may be provided as common open space, such as outdoor courtyards and outdoor play area.
- b. "Common area" may include outdoor common open space, or indoor common open space such as recreational facilities, indoor community rooms, or other community gathering places.
- c. "Common open space" has the same meaning as set forth in EMC 19.04.030: "private open space provided within a development which is provided for, and which is permanently accessible to, all residents/tenants of the development."
- d. "Open space" has the same meaning as set forth in EMC 19.04.030: "land area not covered by buildings, roads, driveway and parking areas, or outdoor storage areas, including, but not limited to, landscape areas, gardens, woodlands, walkways, courtyards or lawns, and outdoor recreation areas."

Except as otherwise provided by this title, open space includes setback areas that meet the requirements defined in this title.”

e. “Private open space” has the same meaning as set forth in EMC 19.04.030: “a small parcel of land or outside area (deck, lanai, patio) immediately adjacent to an individual dwelling unit maintained by and for its residents and reserved exclusively for their use.”

f. “Amenity space” includes private open space, in addition to outdoor open space or indoor common area.

2. Amenity Space is required in the amounts stated below, based on unit size:

Table 9-1: Amenity Space Area Requirements

| Unit Size | Area Required: |
|-------------------------------------|--------------------------|
| Studio, 1-bedroom, or sleeping unit | 75 square feet per unit |
| 2+ bedrooms | 100 square feet per unit |

3. Required Common Area.

For residential development with fifty or more units, at least twenty-five percent of the required amenity space area in subsection (B)(2) of this section shall be common area as further set forth below:

a. At least fifty percent of the required common area must be outdoor open space. Outdoor open space may be passive or active, such as:

(1) Passive areas, such as outdoor courtyards, seating areas, tree groves, trails, or family picnic area with amenities such as landscaping, lighting, weather protection and other features that encourage use year-round;

(2) Active areas, such as tot-children’s play area, hard surface game court, or outdoor swimming pool.

b. Up to fifty percent of the required common area may be indoor common area, such as indoor recreation facilities or indoor community rooms.

c. Common areas shall be centrally located so as to be near a majority of the dwelling units and constructed so as to be accessible to residents and visible from dwellings on the site. Active areas shall be separated from Evergreen Way or any freeway, including interchanges, by building mass and distance.

4. Minimum Size Standards.

a. Private open space shall be a minimum of four feet in any direction, no less than thirty-two square feet in area.

b. Common open space shall include area a minimum of twenty feet in any direction, and total no less than four hundred square feet in area. Common open space must be located to provide convenient and accessible access from the residential units.

5. Top floors and/or roof top decks may be used for up to one hundred percent of required outdoor area provided:

a. Amenities such as seating areas, landscaping, lighting, weather protection and other features that encourage use year-round, as approved by the planning director, are incorporated.

b. The space must have hard durable surfacing for all trafficked areas.

6. Off-street parking and loading areas shall not be considered as outdoor or common areas, nor as other amenity space as required by this section.

7. Expansion of Residential Development. Where an increase in the number of dwelling units for a residential development is proposed, ~~common area~~ amenity space shall be provided in accordance with the requirements of this chapter, minus the amount of ~~common area~~ amenity space by which the previous residential development was deficient.

8. When setback areas can be included in calculations:

a. Private open space located at ground level may extend into the required setback areas, subject to minimum size standards in subsection (B)(4) of this section, but when located within a required street setback, the outdoor area must either be at least two feet above the grade of the closest adjoining sidewalk or separated from the street lot line by a minimum three-foot setback landscaped to create privacy.

Figure 9-7: Example of Private Open Space in Front Setback



b. Common open space may include:

(1) Interior side setback areas which are contiguous with other on-site common open space areas;

(2) Rear setback areas which are contiguous with other on-site common open space areas and which are not part of a street side setback area on corner lots.

9. Plans for amenity space, including outdoor and common areas, shall be submitted for review and approval of the planning director prior to issuance of building permits.

10. A payment in lieu of providing the common or private open space may be approved by the planning director.

a. The fee may be in lieu of up to fifty percent of the required on-site common or private open space; provided, that the fee may be in lieu of up to one hundred percent of the required on-site common or private open space where the subject property is within a half mile of an existing or planned public park or trail consistent with the Everett parks, recreation, and open space plan in effect at the time of application.

b. The fee per square foot of common or private open space not provided shall be equal to the average capital cost per square foot of neighborhood parks as identified in the capital facilities element of the comprehensive plan.

c. The payment shall be held in a reserve account by the city and may only be expended to fund a capital improvement for parks and recreation facility identified in the Everett parks, recreation, and open space plan in effect at the time of application.

d. The payment shall be expended in all cases within five years of collection; provided, that any payment not so expended shall be refunded with interest to be calculated from the original date the deposit was received by the city and at the same rate applied to tax refunds pursuant to RCW 84.69.100; however, if the payment is not expended within five years due to delay attributable to the developer, the payment shall be refunded without interest.

Table 9-2: Multifamily Amenity Space Calculation (Example)

| Large Project (50+ Units) | | | |
|-------------------------------------|------------|-------------------------|-------------------------|
| Unit Size | # of Units | Area per Unit (sq. ft.) | Area Required (sq. ft.) |
| Studio | 15 | 75 | 1,125 |
| 1-bed | 15 | 75 | 1,125 |
| 2-bed | 10 | 100 | 1,000 |
| 3+ beds | 10 | 100 | 1,000 |
| TOTALS | 50 | | 4,250 |
| Common Area Required (25% of total) | | | 1,063 |
| Outdoor Area (at least 50%) | | | 531 |
| Indoor Area (up to 50%) | | | 531 |

| | | | |
|---|------------|-------------------------|-------------------------|
| Remaining amenity space to provide (Private or Common Open Space) | | | 3,188 |
| Small Project (<50 Units) | | | |
| Unit Size | # of Units | Area per Unit (sq. ft.) | Area Required (sq. ft.) |
| Studio | 10 | 75 | 750 |
| 1-bed | 15 | 75 | 1,125 |
| 2-bed | 10 | 100 | 1,000 |
| 3+ beds | 10 | 100 | 1,000 |
| TOTALS | 45 | | 3,875 |
| Common Area Required (25% of total) | | | 0 |
| Outdoor Area (at least 50%) | | | 0 |
| Indoor Area (up to 50%) | | | 0 |
| Remaining Amenity Space to Provide (Private or Common Open Space) | | | 3,875 |

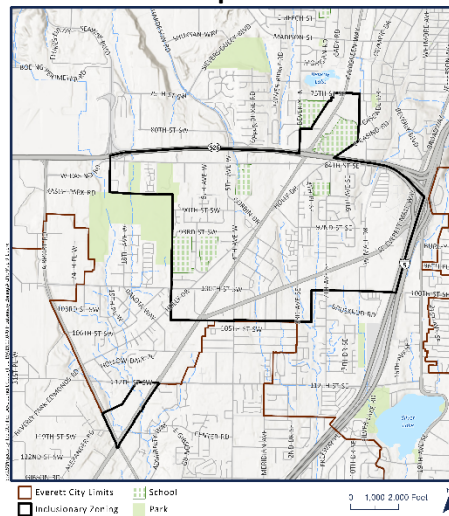
Section 17. EMC 19.09.070 which reads as follows

19.09.070 Inclusionary zoning

A. Purpose. The purpose of this section is to address the need for affordable housing and to provide opportunities for low-income households to live near transit and employment.

B. Applicability. Inclusionary housing requirements shall apply to new residential development under this chapter within the area indicated in Map 9-1.

Map 9-1



C. Exemptions and reductions.

1. Inclusionary zoning requirements under this section are waived for:

- a. Projects resulting in fewer than six dwelling units.
- b. Projects subject to a development agreement.

2. Inclusionary zoning requirements under this section, including the alternative compliance fee in lieu, shall be reduced by half for projects resulting in at least six but no more than fifteen dwelling units.

D. Requirements.

- 1. At least twenty percent of the dwelling units must affordable to households whose income is at or below eighty percent of the median household income for Snohomish County, adjusted for household size;
- 2. Of the affordable dwelling units required under subsection (D)(1), at least one half must be affordable to households whose income is at or below sixty percent of the median household income for Snohomish County, adjusted for household size;
- 3. Dwelling units intended exclusively for owner occupancy: twenty percent of the units affordable to households whose income is at or below eighty percent of the median household income for Snohomish County, adjusted for household size;
- 4. Affordable housing units that are provided under this section shall remain as affordable housing for a minimum of 50 years, as provided in a recorded covenant running with the land. The covenant shall be approved by the Planning Director and filed for recording with the county auditor prior to the issuance of a certificate of occupancy for any applicable structure.

E. Review process. Prior to the issuance of any permit(s), the department shall review and approve the location and unit mix of the affordable housing units consistent with the following standards:

- 1. The location of the affordable housing units shall be intermingled with all other dwelling units within the development, with no more than three affordable units next to each other.
- 2. The tenure (ownership or rental) of the affordable housing units shall be the same as the tenure for the rest of the housing units in the development.
- 3. The bedroom mix of affordable housing units in any project shall be in the same ratio as the bedroom mix of the market rate units of the project;
- 4. The floor area of the affordable housing units shall not be less than 90 percent of the average gross floor area of the market rate units within the project with the same number of bedrooms; and

5. The exterior materials, interior materials, and design of the affordable housing units must be comparable with the other dwelling units in the development, with similarity in building finishes, rooflines, and landscaping.

6. Construction of the affordable housing units shall be concurrent with the construction of market-rate dwelling units

F. Alternative compliance. The Planning Director may approve a request for satisfying all or part of the affordable housing requirements with a fee in lieu equal to fifteen dollars per square foot of gross floor area subject to this section. A fee in lieu under this subsection may be deferred under subsection EMC 19.09.070(G).

G. Deferred fee in lieu. A fee in lieu under subsection EMC 19.09.070(F) may be deferred until six months after a certificate of occupancy is issued for a dwelling unit subject to this section.

1. An applicant seeking a deferral under this subsection (G) may be required to grant and record a deferred fee lien against the property in favor of the city in the amount of the deferred fee. The deferred fee lien, which must include the legal description, tax account number, and address of the property, must also be:

a. In a form approved by the city;

b. Signed by all owners of the property, with all signatures acknowledged as required for a deed, and recorded in Snohomish County;

c. Binding on all successors in title after the recordation; and

d. Junior and subordinate to one mortgage for the purpose of construction upon the same real property granted by the person who applied for the deferral of impact fees.

2. Upon receipt of final payment of all deferred fees for a property, the county, city, or town must execute a release of deferred impact fee lien for the property. The property owner at the time of the release, at the property owner's expense, is responsible for recording the lien release.

3. The extinguishment of a deferred impact fee lien by the foreclosure of a lien having priority does not affect the obligation to pay the impact fees as a condition of final inspection, certificate of occupancy, or equivalent certification, or at the time of closing of the first sale.

H. Eligibility for multifamily tax exemption. Dwelling units satisfying the affordability requirements of this section may also satisfy the affordable housing requirements of Chapter 3.78 EMC.

is hereby repealed.

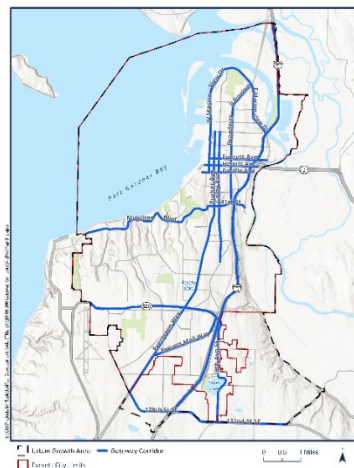
Section 18. EMC 19.09.300 is hereby amended as follows, with ~~strikeout~~ text deleted and underlined text added.

19.09.300 Building design standards applicable to the LI and HI zones.

A. Applicability. The following standards apply to development of properties located within the LI and HI zones. For properties located within the airport/~~port~~/navy compatibility overlay zone, see Chapter 19.17 EMC for additional use and development standards. For properties located within shoreline jurisdiction, see the city's shoreline master program for additional permitting requirements. The design standards in this section apply when any of the following criteria are met. These standards are applicable only to the facade or portion(s) of the building meeting any of the following criteria:

1. The proposed building(s) faces, abuts and is visible from a designated gateway corridor street and is located within four hundred feet of a gateway corridor street. See Map 9-1;
2. The proposed building(s) faces or abuts and is visible from a residentially zoned property; or
3. The proposed building(s) abuts a shoreline public access trail, or is visible from publicly accessible navigable waters (e.g., Port Gardner Bay, Snohomish River).

Map 9-1: Gateway Corridors



B. Building Design.

1. Building Materials. Prefabricated metal buildings and buildings with corrugated metal siding shall be prohibited. Exterior building materials shall be selected so as not to project or reflect natural or artificial lighting or glare into residential areas. Building exterior materials shall be factory finished, stained, integrally colored, or otherwise suitably treated. Materials may include:
 - a. Split face or fluted concrete masonry units (CMU).

- b. Factory glazed concrete masonry units (CMU).
- c. Face brick.
- d. Stone veneer.
- e. Insulated glazing and framing systems.
- f. Architectural pre-cast concrete.
- g. Painted or stained site-cast concrete.
- h. Architectural concrete.
- i. Factory finished, standing seam metal roofing (for application to pitched roof systems only).
- j. EIFS.
- k. Architectural metal. Do not use glossy metal.

2. Building Articulation Standards. Buildings with exterior walls greater than sixty feet in length in the LI zone and one hundred feet in length in the HI zone shall be required to provide architectural modulation, in accordance with the following standards:

- a. Vertical Articulation. Vertical articulation is required to distinguish the building's upper and lower levels of front and side street (corner) facades. Examples of vertical articulation include cornice lines, awnings or canopies, changes in materials or window patterns, recessed entries, reveals, or other architectural treatments.
- b. Horizontal Articulation. Horizontal articulation is required to visually break up the massing of the ground floor of the front and side street (corner) facades into segments no greater than sixty feet in width for the LI2 zone and one hundred feet in width for the HI zone. Examples of horizontal articulation include bays, mullions, columns, piers, pilasters, recessed entries, awnings, or other architectural treatments.
- c. The planning director may allow use of other methods to achieve the intent of the vertical/horizontal articulation standards. This includes use of landscaping which breaks up flat expanses of building walls, or a combination of techniques providing the desired effect.

3. Building Entrance and Window Design.

- a. Building Entrances. Primary building entrances should be easily identifiable and relate to human scale.

(1) Locate main entrances to be clearly identifiable from primary driveways and drop-offs. For example:

(A) Design building entrances to contrast with the surrounding wall plane.

(B) Consider tinted glass, painted doors, or recessed features that will create a shaded effect.

(C) Create a frame around doorways by changing materials from the primary facade material.

(2) All building entrances shall be well lit. Consider using building entranceways as a transition from the building to the ground. Incorporate walls, terraces, grading and plant materials to accomplish this transition.

b. Ground Floor Windows. A minimum of thirty percent of the portion of the facade abutting office and commercial uses that are contained within the industrial use shall be comprised of windows with clear, "vision" glass.

Section 19. EMC 19.13.250 is hereby amended as follows, with strikeout text deleted and underlined text added.

19.13.250 Short-term rentals.

Short-term rentals shall comply with the following provisions:

A. License Required. A city business license is required to operate a short-term rental. No more than two short-term rental sites may be operated by any individual, marital group, a group of people, or a corporate entity such as an LLC, within the city.

B. Location. A short-term rental use may be located in a dwelling unit ~~or an accessory dwelling unit. See EMC 19.08.100 for applicable accessory dwelling unit requirements, including owner occupancy if applicable.~~

C. Number of Guests. The total number of guests occupying a dwelling unit may not exceed eight on a site, including any site with an accessory dwelling unit.

D. Signs. No signs identifying the use as a short-term rental are permitted.

Section 20. EMC 19.22.020 is hereby amended as follows, with strikeout text deleted and underlined text added.

19.22.020 Heights for principal and accessory buildings

A. *Maximum Building Heights.*

1. *Principal Buildings.* Maximum building heights for principal buildings are set forth in in Table 22-1 below. Maximum building heights may be modified in certain areas using overlays on the zoning map. A building must meet the standards in Table 22-1 (maximum feet) and any zoning overlay standard.

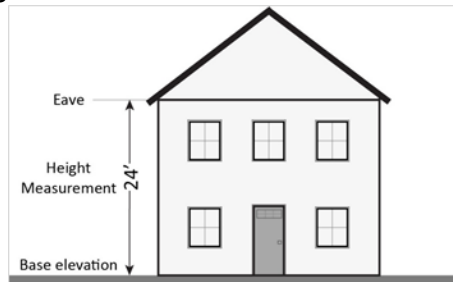
Table 22-1: Maximum Building Heights

| Height standard | Zone | | | | | | | | | | | |
|---------------------------|------|-----|------------------|-----|-----|-----|------|------|-------|------|-------------|-----|
| | NRC | NR | UR4 ¹ | UR7 | MU4 | MU7 | MU15 | MU25 | LI-MU | LI | HI | AG |
| Intended Number of Floors | 3 | 3 | 4 | 7 | 4 | 7 | 15 | 25 | 7 | 10 | 10 | 3 |
| Maximum Feet | 35' | 35' | 45' | 75' | 50' | 80' | 160' | 260' | 80' | 100' | 100' (2) | 35' |

¹ If located within an historic overlay, the maximum height is limited to three floors or thirty-eight feet in maximum height, with the maximum height to the eaves at the side lot line twenty-four feet. (see Figure 22-1).

² See EMC 19.22.070

Figure 22-1: Where to Measure Eave Height



2. *Detached Accessory Residential Buildings.* Maximum building heights for detached accessory residential buildings are set forth in Table 22-2 below.

Table 22-2: Maximum Detached Accessory Residential Building Heights

| Development Site | Zone | | |
|------------------|---|-----------------------------|---|
| | Neighborhood Residential | UR4 | UR7 |
| Alley lots | 1. 6:12 pitch roof or greater: 2 floors up to 24' 2. Less than 6:12 pitch roof: 1 1/2 floors up to 18' | 2 floors, up to 28' maximum | The greater of 2 floors, up to 28' maximum, or the height of the existing/proposed principal building |
| Nonalley lots | 1 1/2 floors up to 18' maximum | 2 floors up to 24' maximum | 2 floors up to 24' maximum |

3. See EMC 19.22.090 for height limits on other accessory uses and structures.

B. *Minimum Building Heights.* In order to encourage efficient use of property within mixed-use centers and along streets designated as transit-oriented development (see Map 33-1 in Chapter 19.33 EMC), minimum building heights are required for principal buildings as set forth below. There is no minimum height requirement for accessory buildings.

Table 22-3: Minimum Building Heights

| | Neighborhood Nodes | Community Hubs | Metro Everett | TOD Streets |
|-------------------------|--------------------|----------------|---------------|-------------------------|
| Minimum Building Height | 2 floors | 3 floors | 3 floors | 4 floors ⁽¹⁾ |

⁽¹⁾ Except in a historic overlay

C. Development of affordable housing for low-income households on real property owned or controlled by a religious organization may exceed the underlying building height limit by 10'.

Section 21. EMC 19.22.030 is hereby amended as follows, with strikeout text deleted and underlined text added.

19.22.030 Where height reductions are required.

A. *Intent.* The following requirements are intended to promote compatibility between areas with different permitted heights and different permitted uses. The following instances might require reduction in allowed building heights:

1. Where a zone that allows buildings over seventy feet tall abuts a neighborhood residential zone
2. Where industrial uses abut residential zones;
3. Where development is within the airport compatibility area.

B. *Height Reductions—Adjacency, Table.*

1. Table 22-4 requires height reductions where a development site is in a zone identified in Column A and which abuts an adjacent zone shown in Column B. In these circumstances, the development must adhere to the height limits in the adjacent zone (from Column B) for the distance specified in Column C. If the proposed development abuts a residential zone that is not within the city limits, the height limits assumed will be ~~twenty-eight~~ thirty-five feet.
2. The measurement of distance from the building to adjacent zone is from adjacent zone boundary, except where the adjacent zone boundary is along the centerline of a street or alley, the measurement shall be made from the property line across an alley or street in the adjacent residential zone.
3. See Table 22-5 for illustration of how these reductions are applied.

Table 22-4: Height Reductions

| Column A | Column B | Column C* | Column E |
|-------------------------------|---------------|---|---|
| Zone(s) (Development Site) | Adjacent Zone | Distance to Match Height to Adjacent Zone | Height Reduction |
| UR-7, MU-7, MU-15, LI-MU, LI | NR | 50' | Height limited to height allowed in adjacent zone within 50' (Column C), then height can meet height of the development zone (Column A). |
| LI-MU | NR or UR4 | 75' | Height limited to height allowed in adjacent zone within 75' (Column C), then height can meet height of the development zone (Column A). |
| LI | NR or UR4 | 100' | Height limited to height allowed in adjacent zone within 100' (Column C), then height can meet height of the development zone (Column A). |
| HI | NR or NR-C | 150' | Height limited to height allowed in adjacent zone within 150' (Column C), then height can meet height of the development zone (Column A). |

* See EMC 19.22.060 for how this measurement is determined.

Table 22- 5: Building Height Reduction Illustration

| | |
|--|--|
| <p>This illustration shows the point of measurement with an alley.</p> | <p>This illustration shows the point of measurement when the building abuts a neighborhood residential zone without an alley. See EMC 19.06 for building setback requirements.</p> |
|--|--|

Section 22. EMC 19.25.040 is hereby amended as follows, with ~~strikeout text~~ and underlined text added.

19.25.040 Evaluation criteria—Subdivision, short subdivision, unit lot land division, alteration or vacation.

An application that complies with all of the following general evaluation criteria listed below, the requirements of Chapters 19.24 through 19.27 EMC and this title, and applicable city

standards shall be approved. In any such approval, the city shall make written findings that the application has made appropriate provisions in accordance with the requirements of this section. An application that does not comply with these criteria shall be denied by the city.

A. *Public Use and Interest.* The proposed project and design shall promote the public use and interest in accordance with the standards established by the state, city, and Chapters 19.24 through 19.27 EMC and this title;

B. *Public Health, Safety, and General Welfare.* The proposed project and design shall promote the public health, safety and general welfare in accordance with the standards established by the state, city, and Chapters 19.24 through 19.27 EMC and this title;

C. *Comprehensive Plan.* The proposed project and design shall conform to the general purposes of the comprehensive plan;

D. *Unified Development Code.* The proposed project and design shall meet the requirements of this title, including but not limited to the following:

1. Chapter 19.06 EMC, Lots, Setbacks and Residential Densities;
2. Chapter 19.26 EMC, Land Division Development Standards or Chapter 19.27 EMC, Unit Lot Land Divisions;
3. Chapter 19.30 EMC, Flood Damage Prevention;
4. Chapter 19.33 EMC, Streets, Sidewalks and Pedestrian Circulation;
5. Chapter 19.34 EMC, Parking, Loading and Access Requirements;
6. Chapter 19.35 EMC, Landscaping;

E. *Natural Environment.* The proposed project and design shall meet the requirements of environmentally sensitive area regulations of this title and Chapter 19.43 EMC, Environmental Policy, and the State Environmental Policy Act, Chapter 197-11 WAC, if applicable;

F. *Drainage.* The proposed project and design shall meet the requirements of the city's drainage regulations in EMC 14.28 and design and construction standards and specifications;

G. *Open Space and On-Site Recreation.* The proposed project and design shall meet the requirements for open space and on-site recreation as defined in Chapter 19.09 EMC. These requirements are based on the type of use proposed and zoning designation of the property;

H. *Public Facilities.* The proposed project shall be consistent with all regulations and requirements in EMC Titles 14 and 16, the design and construction standards and specifications, and other adopted plans and policies, including the following:

1. Adequate water supply to city standards;
2. Adequate sewage disposal to city standards;

3. Appropriate surface water management to city standards;
4. Adequate fire protection and hydrants to city standards;
5. Appropriate vehicular and nonmotorized access designed to meet city standards for anticipated uses within the project;
6. Provisions for all appropriate deeds, dedications, and all other easements;
7. Provisions made for access to and maintenance of all common facilities; and
8. Transportation systems for both motorized and nonmotorized travel modes, including: streets, alleys, sidewalks, transit stops, bike lanes, and safe pedestrian routes to schools and schoolgrounds. This includes connections to existing and planned facilities;

I. *Existing Public Services.* The proposed project shall be designed to not adversely impact the following public services:

1. Police;
2. Fire;
3. Parks; and
4. Schools;

J. *Floodplain.* The proposed project and design shall meet the requirements of this title and flood damage prevention requirements in Chapter 19.30 EMC;

K. *Landscaping Standards.* The proposed project and design shall meet the landscaping standards as established in Chapter 19.35 EMC.

Section 23. EMC 19.34.050 is hereby amended as follows, with strikeout text deleted and underlined text added.

19.34.050, Exceptions to off-street Vehicle parking space requirements.

To prioritize land for buildings and people and reduce dependence on single-occupant vehicles, the following are not required to provide off-street parking, provided that bicycle facilities shall be provided as set forth in EMC 19.34.160 and 19.34.170.

A. Development in Mixed-Use Centers.

B. Development under EMC 19.08 within one-half mile walking distance of a public transit stop served by bus rapid transit or rail.

C. Dwelling units with less than 1,200 square feet gross floor area.

D. Affordable housing as defined in RCW 36.70A.030.

E. Uses in structures and on sites that are individually listed on the Everett register of historic places.

F. Dwelling units that are specifically for seniors or people with disabilities; provided, however, off-street parking for staff and visitors may be required as determined by the city engineer and planning director based on a parking analysis.

G. Emergency Shelters. Emergency Shelters are not required to provide off-street parking; provided, however, that off-street parking for staff and visitors will be required as determined by city engineer and planning director based on a parking analysis. See EMC 19.34.050(B) for off-street parking calculations on sites with combination of uses.

Section 24. EMC 19.34.060 is hereby amended as follows, with strikeout text deleted and underlined text added.

19.34.060, Reductions to off-street Vehicle parking space requirements.

A. Parking Study as Alternative to Reduce Parking. The planning director, in consultation with the city engineer, may approve a modification to the off-street parking set forth in Table 34-1 using the review process described in EMC Title 15.

1. A parking study for the proposed use(s) must be prepared by a professional with expertise in preparing traffic and parking analysis and 2. must demonstrate to the satisfaction of the planning director that a lesser standard is adequate.

3. A transportation demand management plan (see EMC 19.34.080) shall be required as a condition of any approved modification.

B. Access to frequent transit service. Off-street parking requirements are reduced by 25% within any of the following areas:

1. Parcels within one-quarter mile walking distance of a public transit stop ~~with~~ that receives transit service at least four times per hour for twelve or more hours per day

2. Parcels within one-half mile walking distance of a public transit stop with service by rail or bus rapid transit.

Section 25. EMC 19.34.100 is hereby amended as follows, with strikeout text deleted and underlined text added.

19.34.100, Location of off-street Vehicle parking.

A. Vehicle Parking Location—General Requirements for Residential Uses.

1. Off-street auto parking spaces may include spaces in garages, carports, parking lots, and/or driveways if vehicles are not parked in a vehicle travel lane or a required front setback. Off-street parking for electric vehicles may be included in auto parking required by this chapter. Refer to the International Building Code for requirements on electric vehicle charging infrastructure.

2. Vehicle parking is only allowed within required setbacks in:

- a. Residential zones in driveways meeting the standards of EMC 19.34.110, except easement access lots or in historic overlay zones; or
- b. Rear setbacks in residential zones when complying with landscaping standards of EMC 19.35; or
- c. When vehicle parking is located completely below grade and required landscaping is provided on top of the parking structure.

3. Private Access Drives. Vehicle parking on any private access drive shall be prohibited except when authorized through a land division or other land use permit. Off-street vehicle parking may be located adjacent to an approved access drive outside of the minimum required dimensions of the access drive. Where applicable, the homeowners' association shall be responsible for enforcing this requirement.

4. Historic Overlay. Off-street parking in an historic overlay zone shall not be located closer to the public street than the building located closest to the street unless approved by the planning director due to street and site topography which precludes other placement.

B. Vehicle Parking Location—General Requirements for Nonresidential Uses.

1. Vehicle parking, except as otherwise allowed for automobile, light truck or RV sales or rental, shall not be located within a required building setback, required landscape area, or open space.

2. For nonresidential uses, required off-street vehicle parking shall be located on property within five hundred feet of the building or use which it is required to serve. This distance shall be measured along the access route. The property upon which the off-street parking is provided shall be located in the same zone as, or a zone which allows, the use for which the parking is required.

3. Separation of Surface Vehicle Parking Lots from Public Right-of-Way. Surface parking lots shall be set back either ten feet from the public sidewalk, or five feet from the property line, whichever is greater. The intent of this requirement is to provide a minimum ten-foot landscape separation between surface parking lots and public streets in accordance with Chapter 19.35 EMC. There shall be no setback required from a public alley.

4. Surface parking lots shall be set back from interior lot lines consistent to meet the landscaping and screening requirements of Chapter 19.35 EMC.

5. Marijuana retailers shall comply with the parking location requirements set forth in EMC 19.13.160.

C. Vehicle Parking Location Requirements, Mixed-Use Centers.

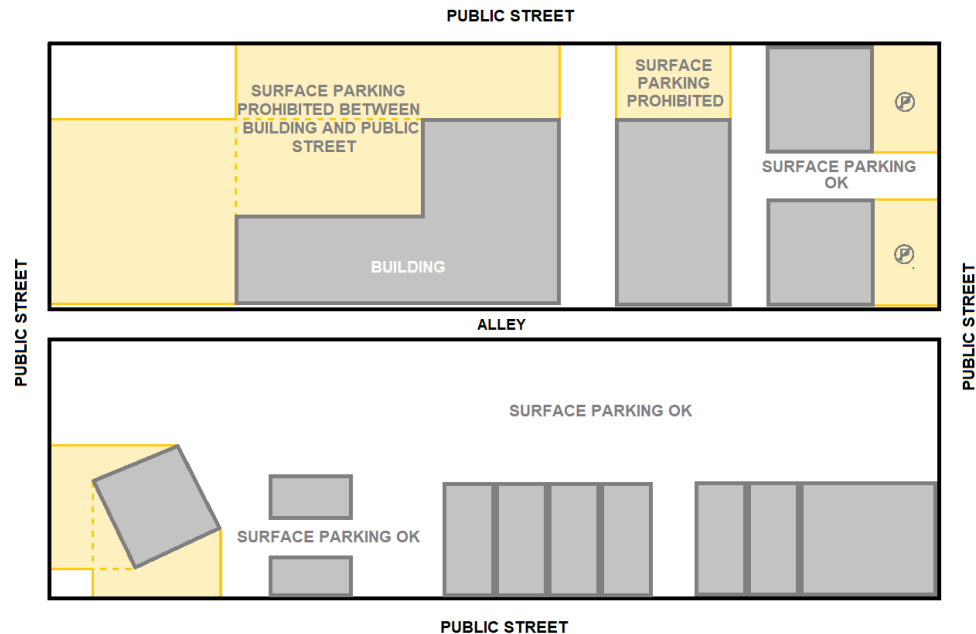
1. Separation of Surface Parking from Public Right-of-Way. All surface parking lots within Metro Everett shall have a minimum front setback of forty feet. For corner lots, the minimum setback from a street side lot line shall be five feet. Exception: within the LI-MU zone, the minimum front setback for surface parking shall be fifteen feet. Where surface parking is provided, it shall be separated from any public sidewalk by a minimum of five feet to allow screening/landscaping in accordance with Chapter 19.35 EMC.
2. There shall be no setbacks required for rear and side interior lot lines unless otherwise necessary to accommodate landscaping/screening in accordance with Chapter 19.35 EMC.

D. Vehicle parking Location—Alley Requirements for ~~Multifamily and Nonresidential~~ Structured vehicle parking garages. Structured vehicle parking garages accessed from the rear with no internal turnaround shall be set back at least twenty-five feet from the far side of the alley, except as otherwise approved by city engineer.

E. Parking between buildings and streets. Surface parking lots shall not be located directly between a public street and a building unless another building is closer to the public street, as illustrated in Figure 34-2, except:

1. Residential zones in driveways meeting the standards of EMC 19.34.110; or
2. When vehicle parking is located completely below grade and any required landscaping is provided on top of the parking structure.

Figure 34-2: Parking Prohibited Between Buildings and Streets



Section 26. EMC 19.34.110 is hereby amended as follows, with strikeout text deleted and underlined text added.

19.34.110 Vehicular Access to Off-Street parking – Alleys and driveways.

A. Alleys. Access to off-street parking areas shall be provided from the alley where available. The intent of this requirement is to:

1. Enhance the safety of parking areas;
2. Minimize potential conflicts between vehicles and pedestrians;
3. Efficiently manage traffic in off-street parking areas;
4. Reduce visual impacts on surrounding properties and improve streetscape appearance.

B. Alley Access Exception. Access from the public street where the lot abuts an alley will only be allowed as an exception to the alley access requirement. The city engineer, in consultation with the planning director, may allow access to required off-street parking from the street in lieu of, or in addition to, using the alley in the following circumstances:

1. The topography of the site and/or adjacent alley makes use of the alley infeasible; or
2. The requirement for access from the alley would create a traffic or pedestrian safety hazard, such as sight distance problems or conflicts with other ingress/egress locations; or

3. There is an existing improvement that prevents use of the alley for vehicular access and the improvement cannot reasonably be relocated or removed; or

4. For nonresidential or mixed uses, driveway access from the street is necessary to provide access for commercial customer traffic; this exception may not be used to justify a street access point that primarily provides access to employee or resident parking areas; or

5. Providing access from the street will reduce or minimize adverse impacts on adjacent properties; or

6. Street access for multiple levels of off-street parking within a structure when access from an alley to all parking levels is not feasible due to topography or lot geometry.

C. Driveways. The design of all driveways and internal vehicle circulation shall be in accordance with EMC Title 13 and the city design standards. Maximum driveway width within the public right-of-way shall be as provided in Chapter 13.16 EMC. For residential zones, the following additional requirements shall apply to the portion of the driveway located outside the right-of-way for:

1. For non-alley access lots, the maximum driveway width within twenty feet of the ~~right-of-way abutting the front lot line~~ or within ten feet of the street side lot line shall not exceed thirty feet, or fifty percent of the lot frontage width, whichever is less. However, where a driveway is permitted, a minimum driveway width of ten feet will be allowed;

Section 27. EMC 19.34.120 is hereby amended as follows, with strikeout text deleted and underlined text added.

19.34.120, Parking area design and construction.

A. Parking Design Specifications. The minimum requirements for parking stall and aisle dimensions, striping, pavement thickness, and subgrade shall be as set forth in the city design standards.

B. Surfacing.

1. All parking areas shall consist of durable surface materials approved by the planning director and city engineer. Depending upon site and soil conditions, low impact development (LID) stormwater management facilities are encouraged, and may be required by the city's stormwater management manual.

2. Residential Exception. For residential uses with six or fewer dwellings on a property, nonrequired vehicle parking that is located outside of the front and street side setbacks areas may use surface materials in accordance with city design standards including grass block pavers and reinforced grass paving systems; provided, however, that parking in the area between a street-facing facade and the street must be on a paved surface as allowed by EMC 19.34.110(C).

3. Residential Dimensional exception. Existing, legally established vehicle parking spaces for residential development established prior to June 6, 2024 are not required to be resized or modified to meet current parking requirements, except for compliance with the Americans with Disabilities Act, per RCW 36.70A.

C. Landscaping and Screening. Landscaping and screening for parking lots shall be in accordance with the standards of Chapter 19.35. Parking of trucks or fleet vehicles is considered off-street parking for the purposes of calculating the parking lot interior landscaping required by Chapter 19.35 EMC.

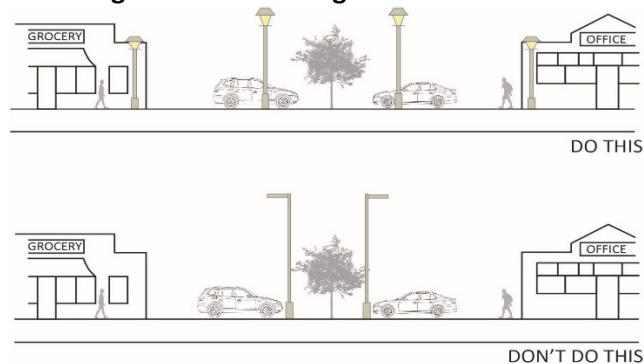
D. Tandem and Lift Parking. For all uses of parking systems that lift or stack individual vehicles, each vehicle accommodated by the stacker counts as an individual parking space. Tandem parking, which means parking spaces in a series without independent access, may be used for nonrequired parking. For required residential parking, each space must be no less than 20 feet in length and each dwelling unit's assigned vehicle parking space must have independent access. Neither tandem nor lift parking may be used for required ADA parking stalls.

E. Accessible Parking. Accessible parking stalls shall meet the requirements of Washington State Regulations for Barrier Free Facilities (Chapter 51-50 WAC).

F. Parking Area Illumination. Surface parking areas for residential uses with nine or more parking spaces or for any nonresidential uses shall provide illumination to improve site security and minimize light spill and glare impacts on adjacent properties. Parking area illumination shall meet the following standards:

1. Parking area lighting fixtures shall be full cut-off (zero percent candlepower at ninety degrees horizontal and ten percent maximum candlepower at eighty degrees from vertical), dark sky rated, and mounted no more than thirty feet above the ground, with lower fixtures preferable so as to maintain a human scale.
2. All fixtures over fifteen feet in height shall be fitted with a full cut-off luminaire.
3. Figure 4. Acceptable and unacceptable parking area lighting.

Figure 34-2: Parking Area Illumination



4. Except within industrial zones, pedestrian-scaled lighting (light fixtures no taller than fifteen feet) is encouraged in areas of pedestrian activity.

5. Lighting must not trespass onto adjacent private parcels. All building-mounted lights shall be directed onto the building itself and/or the ground immediately adjacent to it. The light emissions shall not be visible above the roof line of the building.

G. Maintenance.

1. All off-street parking spaces shall be maintained to the design standard as shown on approved permit documents. Such spaces shall not be used at any time or in any manner that precludes use for off-street parking of operable motor vehicles regularly used by occupants, employees, guests, or customers.

2. Where parking is owned in common (e.g. by a homeowners' association), the covenants shall clearly indicate which parties are responsible for parking facility maintenance.

Section 28. EMC 19.34.170 is hereby amended as follows, with strikeout text deleted and underlined text added.

19.34.170 – Bicycle Facilities, Required Counts

Bicycle secure storage spaces are required for most uses to provide secure and convenient places to park bicycles and other forms of micromobility devices. These regulations ensure adequate short and long-term bicycle spaces based on the demand generated by different uses. Minimum bicycle facilities acknowledge the usage rates for different uses, and that this will vary by geography, being higher in mixed-use centers than in the rest of the city.

In the following table, the right column names the uses, while the second, third, and fourth columns provide formulas for how many long term (LT) and short term (ST) spaces must be provided in the city generally, or in mixed-use centers.

A. For uses not otherwise listed, required number of long and short term bicycle spaces are to be determined by the planning director and city engineer.

B. For all nonresidential uses, a minimum of 2 long term and 2 short term bicycle spaces are required.

Table 34-6 Bicycle Facilities, Required Counts

| Land Use | Long Term | Short Term | Mixed-Use Centers |
|--|-----------------------|--|--|
| Residential | | | |
| Day care (family home), childcare | 1.0 per dwelling | 2.0 per site; both must be oversize spaces | 2 LT / dwelling 4 ST (can substitute secure area on plan) |
| Day or overnight care (family home), caring for adults | 1.0 per dwelling unit | 1.0 per dwelling unit | 2 LT / dwelling 2 ST / dwelling |

| | | | |
|--|---|--|--|
| Dwelling unit, unless otherwise noted here | 1.00 per dwelling unit | 0.20 per dwelling unit, except none required for five or fewer dwellings on a lot | 1.25 LT / dwelling 0.30 ST / dwelling (only required for 3 or more dwellings on a lot) |
| Dwelling, Co-Living, Dormitory, Emergency Housing, Secure Community Transition | .75 per sleeping unit or bed | .25 per sleeping unit or bed | 1.0 LT / sleeping unit or bed 0.3 ST / sleeping unit or bed |
| Live-Work Units | 1.00 per dwelling unit | 0.50 per dwelling unit | 1.50 LT / dwelling 0.75 ST / dwelling |
| Group housing, residential care facility, senior housing, or extended care facility, including independent living units in congregate care facility, convalescent or nursing homes | 0.50 per bed | 0.20 per bed | 0.75 LT / bed 0.25 ST / bed |
| Permanent Supportive Housing | As determined by planning director and city engineer, with no fewer than 0.5 per bedroom and 1 for every 2 employees on shift (2 minimum) | As determined by planning director and city engineer, with no fewer than 0.1 per bedroom (2 minimum) | As determined by planning director and city engineer, with no less than 0.75 LT and 0.2 ST (3 each, minimum) |
| Short term rentals; hotels, motels | 0.05 per rentable room 0.05 ST / rentable room, PLUS 0.20 ST / 1,000 sf for conference/meeting rooms | 0.05 per rentable room and 0.20 per 1,000 square feet of conference/meeting rooms | 0.075 LT / rentable room 0.10 ST / rentable room, PLUS 0.35 ST / 1,000 sf for conference/meeting rooms |
| Office, Retail, & Restaurants | | | |
| General or professional offices, incl. government uses | 0.25 per 1,000 square feet | 0.10 per 1,000 square feet | 0.50 LT / 1,000 sf 0.25 ST / 1,000 sf |

| | | | |
|--|--|---|---|
| Retail stores & service, all forms not otherwise listed | 0.25 per 1,000 square feet | 0.25 per 1,000 square feet; at least 10% must accommodate oversize bicycles | 0.50 LT / 1,000 sf 0.50 ST / 1,000 sf; at least 20% must accommodate oversize bicycles |
| Restaurants, bars | 0.25 per 1,000 square feet | 0.50 per 1,000 square feet | 0.50 LT / 1,000 sf 1.0 ST / 1,000 sf |
| Other Commercial, and Industrial | | | |
| Clinics and Veterinary Clinics | 0.10 per 1,000 square feet | 0.25 per 1,000 square feet | 0.25 LT / 1,000 sf 0.50 ST / 1,000 sf |
| Commercial Storage, enclosed | 0.02 per 1,000 square feet | 0.05 per 1,000 square feet; at least 50% of ST spaces must accommodate oversize bicycles | 0.04 LT / 1,000 sf 0.10 ST / 1,000 sf (≥50% spaces accommodate oversize bikes) |
| Daycare, Commercial | 0.075 LT per employee | 0.05 ST per child peak attendance; at least 25 percent must accommodate oversize bicycles | 0.15 LT/employee; 0.1 ST/child (≥30% must accommodate oversize bicycles) |
| Dismantling & Impound Yard; Outdoor Storage; Heliport; Marine Terminal; Railyard | 0.25 per 1,000 square feet of office space | 1.0 per site | 0.50 LT / 1,000 sf of office space none beyond 3 ST |
| Entertainment and recreation, indoor – theaters, gathering halls | 1 per 1,000 square feet, or 0.02 per seat | 1.25 per 1,000 square feet, or 4% of projected max attendance | 4 LT / 1,000 sf or 0.04 LT / seat; 2.5 per 1000 sf, or 8% of projected max attendance |
| Entertainment and recreation, indoor – all others | 0.5 per 1,000 square feet | 0.75 per 1,000 square feet | 0.75 LT / 1,000 sf; 1.5 ST / 1000sf |
| Entertainment and recreation, outdoor, and major event venues | Per planning director and city engineer | Per planning director and city engineer | Per planning director and city engineer |
| Manufacturing & Production, light or heavy | 0.067 per 1,000 square feet | 0.05 per 1,000 square feet | 0.13 LT / 1,000 sf 0.1 ST / 1,000 sf |

| | | | |
|---|--|--|--|
| Vehicle & Equipment sales, repair, and rental (light and heavy) | 0.25 per 1,000 square feet of office space | 0.1 per 1,000 square feet of building area | 0.50 LT / 1,000 sf of office space 0.2 / 1,000 sf of enclosed space |
| Warehouse & Freight terminal | 0.025 per 1,000 square feet | 0.01 per 1,000 square feet | 0.05 LT / 1,000 sf 0.02 / 1,000 sf |
| Public and Institutional | | | |
| Community Service & Civic Centers not otherwise described | 0.05 per employee | 0.25 per 1,000 square feet | 0.15 LT / employee 0.50 ST/1000sf. |
| Community Club/Center; Private Clubs and Lodges | 0.25 LT / 1,000 sf | 0.25 per 1,000 square feet | 0.50 LT / 1,000 sf 0.50 ST/1000sf. |
| Hospitals | Per planning director and city engineer | Per planning director and city engineer | Per planning director and city engineer |
| Libraries | 0.05 LT / employee | 0.25 per 1,000 square feet | 0.15 LT / employee 0.50 ST/1000sf. |
| Museums | 0.05 LT / employee | 0.25 per 1,000 square feet | 0.15 LT / employee 0.50 ST/1000sf. |
| Parks | Per planning director and city engineer | Per planning director and city engineer | Per planning director and city engineer |
| Places of Worship | 0.1 LT / 1,000 sf | 0.4 per 1,000 square feet | 0.2 LT / 1,000 sf 0.8 ST/1000sf. |
| Schools, K-12 and College | Per planning director and city engineer | Per planning director and city engineer | Per planning director and city engineer |

Section 29. EMC 19.35.020 is hereby amended as follows, with ~~strikeout~~ text deleted and underlined text added.

19.35.020, Purpose.

The purpose of this chapter is to

- A. enhance compatibility between land uses and zones;
- B. support compact development;
- C. new development is compatible and graceful transitions between differing land use densities, intensities, and uses.;
- D. screen undesirable views which have a blighting effect upon adjoining streets and properties;
- E. provide a visual buffer and physical separation between land uses of varying intensities on abutting properties;

- F. visually screen unwanted features in the pedestrian environment, soften blank walls, visually reduce large and continuous building mass, and add visual interest to building rooflines when used on terraces and upper levels;
- G. minimize the impacts of noise, light and glare;
- H. reduce urban heat island effects through development, building, and infrastructure design;
- I. provide privacy;
- J. reduce dust;
- K. reduce the visual monotony of large expanses of paved parking lots;
- L. implement the policies of the Everett general plan;
- M. reduce stormwater runoff and pollution of surface waters, reduce erosion and sedimentation;
- N. conserve energy;
- O. aid in regulating vehicle circulation; and
- P. retain existing natural vegetation and protect and preserve urban wildlife habitat;.
- Q. support ecological health, enhance habitat connectivity for native plants and wildlife
- R. maintain a continuous, consistent, walkable, and human-scaled pedestrian environment at the interface of buildings and the public realm. Promote interaction between indoor and outdoor activities to create an inclusive and vibrant public realm.
- S. strive to achieve a “greener” character over time, reflecting the spectacular natural landscape within and surrounding the City of Everett;
- T. expand the city’s overall tree canopy;
- U. create a safe and comfortable environment by using design cues to differentiate/demarcate public, semi-private, and private spaces, incorporate clear sightlines and eyes on the street, and other ~~CPTED~~ crime prevention through environmental design features;
- V. use landscaping elements to delineate spaces and frame views. In pedestrian areas, provide a clear zone from 2’ to 7’ above the ground to support clear lines of sight and safety, particularly near to intersections or potential points of conflict; and
- W. buffer between designated ~~MICs~~ Manufacturing Industrial Centers and adjacent residential or mixed-use areas to protect both the viability of long-term industrial operations and the livability of adjacent areas.

Section 30. EMC 19.35.060 is hereby amended as follows, with strikeout text deleted and underlined text added.

19.35.060 Application of landscape categories and type (Tables 35-1 and 35-2).

A. *General.* Table 35-1 specifies landscape categories for all use zones within the city, while Table 35-2 lists the applicable landscape type and width. The specific regulations pertaining to each landscape category are contained in this section. Where there is a conflict between the general and specific regulations, the more specific regulations shall control.

B. *Instructions for Tables 35-1 and 35-2.* First, determine the property’s zoning from the city’s zoning map (see Chapter 19.03 EMC, Map 3-1). Then refer to Table 35-1 to determine which landscape category applies to that zone. Use Table 35-2 to determine which perimeter

landscape types apply for that category. Also refer to the applicable footnotes and detailed requirements standards for specific uses in the following sections of this chapter.

Table 35-1: Landscape Categories for Use Zones

| Use Zone | Landscape Category |
|--------------------------------|--------------------|
| UR4; UR7 | A |
| MU4; MU7; MU15; MU25; LI-MU | B |
| HI | C |
| LI | D |
| NR; NR-C; AG | E ⁽⁴⁾ |

C. *Perimeter Landscaping.* Table 35-2 of this section establishes the type and width of landscaping required along property lines for the landscape category required in each individual zone in Table 35-2. This chart establishes the minimum requirements for each landscape category. However, additional standards may be required for uses being reviewed under review processes involving the hearing examiner, planning commission or city council as set forth in EMC Title 15, Local Project Review Procedures, when necessary to enhance compatibility between zones and uses. Where a minimum width of landscaping is specified, the actual width of the planting area shall be measured. Curbs, paving or other protective or boundary marking devices shall not be included in the measurement of landscape width.

D. *Application of Type IV Landscaping.* Type IV landscaping shall be used in the following circumstances:

1. All uses which are indicated as requiring Landscape Category E in the use-standards tables of individual zones.
2. All interior portions of lots which are not developed with buildings, parking area and uses and which are not regulated by subsection (A) of this section, or EMC 19.35.080 or 19.35.090, or by other more specific landscape regulations contained in this title.

Table 35-2: Perimeter Landscape Standards

| Street Frontage ⁽¹⁾ | | | Interior Lot Lines ⁽²⁾ | | |
|--|------|----------------------|--|------|----------------------|
| ¹ -All public right-of-way behind the sidewalk, walking path, parking strip, or travel lane shall also be landscaped to Type III standards. Additional trees are not required in the portion of the landscaping in the public right-of-way. | | | ² -Interior lot lines which do not abut an alley. | | |
| Landscape Category | Type | Width of Landscaping | Abutting Zone | Type | Width of Landscaping |

| Street Frontage ⁽¹⁾ | | | Interior Lot Lines ⁽²⁾ | | |
|---|----------------|--|--|-----------------------|--|
| ¹ All public right-of-way behind the sidewalk, walking path, parking strip, or travel lane shall also be landscaped to Type III standards. Additional trees are not required in the portion of the landscaping in the public right-of-way. | | | ² Interior lot lines which do not abut an alley. | | |
| A | III Ornamental | 10 feet or distance between lot line and building, whichever is less ⁽³⁾ ³ See EMC 19.35.080 for landscaping requirements for off-street parking and outdoor display areas. | NR and NR-C | II See-Through Buffer | 10 feet or distance between building and lot line, whichever is less |
| | | | Others | III Ornamental | 5 feet or distance between building and lot line, whichever is less |
| B | III Ornamental | 10 feet or distance between lot line and building, whichever is less ^{(3) (11) (3)} ³ See EMC 19.35.080 for landscaping requirements for off-street parking and outdoor display areas. ¹¹ Tree standards for streets designated TOD, pedestrian and connector | Residential ⁽⁵⁾ ⁵ AG, NR-C, NR, UR4, UR7 zones. | I Visual Screen | 10 feet |
| | | | Others | III Ornamental | 5 feet or distance between building and lot line, whichever is less |
| C | III Ornamental | 15 feet or distance between building and lot line, whichever is less ^{(3) (8) (10)} ³ See EMC 19.35.080 for | Residential ⁽⁵⁾ ⁵ AG, NR-C, NR, UR4, UR7 zones. | I Visual Screen | 25 feet |
| | | | Mixed use ^{(6) (11)} ⁶ MU4, MU7, MU15, MU25 zones. ¹¹ Tree standards for streets designated TOD, pedestrian and connector | III Ornamental | 10 feet |

| Street Frontage ⁽¹⁾ | | | Interior Lot Lines ⁽²⁾ | | |
|---|-----------------------------|---|--|-----------------------------|--|
| ¹ All public right-of-way behind the sidewalk, walking path, parking strip, or travel lane shall also be landscaped to Type III standards. Additional trees are not required in the portion of the landscaping in the public right-of-way. | | | ² Interior lot lines which do not abut an alley. | | |
| | | landscaping requirements for off-street parking and outdoor display areas. ⁸ See EMC 19.35.110 for additional requirements in LI zone. ¹⁰ The minimum landscape width for off-street parking areas abutting street right-of-way shall be fifteen feet. | Industrial ⁽⁷⁾ ⁷ LI-MU, LI and HI zones. | III Ornamental | 5 feet |
| D | III Ornamental | 20 feet or distance between building and lot line, whichever is less ⁽³⁾ ⁽⁸⁾ ⁽¹⁰⁾ ³ See EMC 19.35.080 for landscaping requirements for off-street parking and outdoor display areas. ⁸ See EMC 19.35.110 for additional requirements in LI zone. ¹⁰ The minimum landscape width for off-street parking areas abutting street right-of-way shall be fifteen feet. | Residential ⁽⁵⁾ ⁵ AG, NR-C, NR, UR4, UR7 zones. | I Visual Screen | 25 feet |
| | | | Others | II See-Through Buffer | 15 feet |
| E | IV Lawn/Soil Stabilizing | ⁽⁹⁾ ⁹ See subsection (D) of this section for application of | All zones | IV Lawn/Soil Stabilizing | ⁽⁹⁾ ⁹ See subsection (D) of this section for application of |

| Street Frontage ⁽¹⁾ | | | Interior Lot Lines ⁽²⁾ | | |
|---|--|--------------------------|---|--|--------------------------|
| ¹ All public right-of-way behind the sidewalk, walking path, parking strip, or travel lane shall also be landscaped to Type III standards. Additional trees are not required in the portion of the landscaping in the public right-of-way. | | | ² Interior lot lines which do not abut an alley. | | |
| | | Category IV landscaping. | | | Category IV landscaping. |

Footnotes for Table 35-2:

1 All public right-of-way behind the sidewalk, walking path, parking strip, or travel lane shall also be landscaped to Type III standards. Additional trees are not required in the portion of the landscaping in the public right-of-way.

2 Interior lot lines which do not abut an alley.

3 See EMC 19.35.080 for landscaping requirements for off-street parking and outdoor display areas.

4 ~~Repealed by Ord. 4102-25.~~ Landscape category B for permitted nonresidential uses

5 AG, NR-C, NR, UR4, UR7 zones.

6 MU4, MU7, MU15, MU25 zones.

7 LI-MU, LI and HI zones.

8 See EMC 19.35.110 for additional requirements in LI zone.

9 See subsection (D) of this section for application of Category IV landscaping.

10 The minimum landscape width for off-street parking areas abutting street right-of-way shall be fifteen feet.

11 For streets designated TOD, pedestrian and connector on Map 33-1, the required street trees shall be provided between the sidewalk and curb edge within the public right-of-way in a minimum four-foot by six-foot vault or other method as approved by the city to prevent root penetration and sidewalk damage. Spacing of trees shall average not more than thirty feet. Spacing is subject to city of Everett public works standard clearances for sight triangles, driveways, street lights, and other street features or safety concerns. Tree spacing may be reduced to increase visibility of signs and buildings if approved by the city. The city shall maintain a recommended tree list that includes species selection and spacing requirements. See Figures 35-2 and 35-3 below.

Figure 35-2: Street Trees on TOD, Pedestrian and Connector Streets

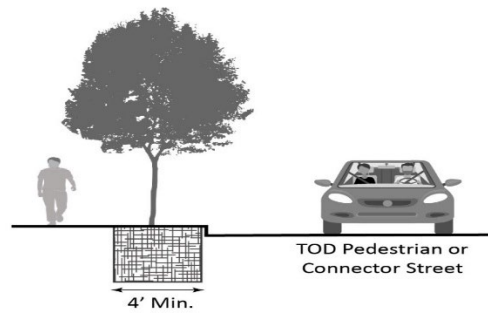
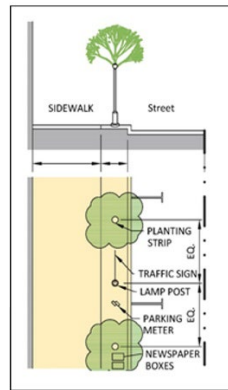


Figure 35-3: Street Trees on TOD, Pedestrian and Connector Streetscapes



Section 31. EMC 19.35.090 is hereby amended as follows, with strikeout text deleted and underlined text added.

19.35.090, Special landscape requirements applicable to neighborhood residential zone.

A. In addition to providing landscaping pursuant to Tables 35-1 and 35-2, trees are required within eight feet of the front and side streets. Trees shall be two inches in diameter at 4.5 feet in height, planted every twenty feet on center.

€ B. For developments with residential uses all street-facing elevations must have landscaping along any exposed foundation. The landscaped area may be along the outer edge of a porch instead of the foundation. This landscaping requirement does not apply to portions of the building facade that provide access for pedestrians or vehicles to the building. The foundation landscaping must meet the following standards:

1. The landscaped area must be at least three feet wide.
2. There must be at least one shrub for every three lineal feet of foundation.
3. Ground cover plants must fully cover the remainder of the landscaped area.

Section 32. EMC 19.38.040 is hereby amended as follows, with strikeout text deleted and underlined text added.

19.38.040, Substandard lots—Nonconforming lots.

This section addresses lots that do not meet minimum lot area and/or dimensional requirements of this title, and lots that have been created or altered prior to there being a formal land division requirement in the city. This section also addresses how such lots may be considered legal lots for zoning purposes.

A. ~~R-S, R-1 and R-2~~ NR and NR-C Zones. In the ~~R-S, R-1 and R-2~~ NR and NR-C zones, subject to other limitations imposed by other provisions of this title, ~~a single-family~~ one dwelling may be erected on any single “lot” as defined in this title. A lot shall meet the following criteria, as applicable:

1. A lot created via the subdivision process of Chapter 58.17 RCW;
2. A lot which was created prior to December 1, 1956;
3. Any lot which met minimum lot area requirements under the regulations or standards of Snohomish County prior to annexation or incorporation into the city of Everett; and
4. A lot reduced below minimum zoning requirements as a result of public acquisition of property.

B. Substandard Lots—~~Multifamily, Commercial and Industrial~~ Other Zones. Any substandard lot may be used for any of the uses permitted in the respective zone, subject to the special regulations and end notes in Chapter 19.05 EMC, and in accordance with the review process and general evaluation criteria in EMC Title 15 and all other regulations including minimum yards, provided:

1. All such lots shall meet the definition of “nonconforming lot” as defined in this title and shall not have been merged or otherwise created illegally.
2. Commercial or industrial lots which have been created through the binding site plan process are exempt from this section.
3. The use complies with all other requirements of this title.

C. Substandard Lots—Merger Clause. The following applies to substandard lots in the R-S, R-1 and R-2 zones which otherwise meet the criteria in subsection (A) of this section:

1. If two or more substandard lots or a combination of lots or substandard lots and portion(s) of lots and substandard lots are contiguous and were acquired by common conveyance prior to the above dates, or which have been legally combined at any time subsequent to the above dates, and if all or part of the lots do not meet the requirements established for minimum lot area and width, the lands involved shall be merged and considered to be a single undivided lot. No portion of the lot shall be used, altered or sold in a manner which diminishes compliance with lot area and width requirements, nor shall any division of any such lot be made which creates a lot with area or width below the requirements permitted by this chapter.

2. If two or more substandard lots or a combination of lots or substandard lots and portions of lots or substandard lots are contiguous and a structure is constructed on or across the lot line(s) which make the lots contiguous, then the lands involved shall be merged and considered to be a single undivided lot. No portion of said lot shall be used, altered or sold in any manner which diminishes compliance with lot area or width requirements, nor shall any division be made which creates a lot with area or width below the requirements permitted by this title.

For purposes of this section, “structure” means anything constructed or erected, the use of which requires location on the ground or attachment to something having location on the ground and includes, but is not limited to, houses, garages, carports and accessory structures.

Section 33. EMC 19.39.030 is hereby amended as follows, with strikeout text deleted and underlined text added.

19.39.030 Garbage receptacles, dumpsters and recycle bins—placement and screening.

~~The following requirements apply in all areas except single-family zones:~~

A. Placement. Garbage receptacles, dumpsters, and recycle bins ~~shall be provided in all multifamily, commercial, industrial and institutional developments and~~ shall not be located in a required front yard setback area, or street side setback area for corner lots. Where an alley abuts a lot in any zone, the garbage receptacles, dumpsters, or recycle bin shall be located adjacent to the alley.

B. Screening. All garbage receptacles, dumpsters and recycle bins must be screened from view from the street and from adjacent properties. This screening may be done using dense vegetation or by placing the dumpster or recycle bin in a structural enclosure.

Section 34. EMC 19.39.050 is hereby amended as follows, with strikeout text deleted and underlined text added.

19.39.050 Outdoor use, activity and storage

A. Residential Zones. Uses and activities normally associated with a residential use are allowed in a residential zone. The outdoor storage of firewood may not be located within front setback areas but may be located in other required setback areas.

B. Commercial and Industrial Zones.

1. General. Subject to the requirements of subsections (B)(2) through (6) of this section, the uses and activities that are allowable on a site in commercial and industrial zones may be conducted out of doors unless individual zones of this title limit outside activity for a particular use in a particular zone. Where there is a conflict in requirements in this chapter and elsewhere in this title, the more restrictive requirements shall apply.

2. Site Plan. The applicant shall submit a site plan for approval by the planning department. The site plan shall be accompanied by an application form provided by the planning department and shall include all information requested on the application form.

3. Specific Use and Development Requirements. The city will review an application for outdoor use, activity and storage using the appropriate review process for the principal use. If the principal use is established, the review process described in EMC Title 15, Local Project Review Procedures, shall be used. The review authority will make a decision based upon the following standards:

- a. All outdoor use, activity and storage areas must comply with setback requirements for the primary use.
- b. A solid sight-obscuring fence or other appropriate screening approved by the planning department is required around the outside edges of the area devoted to the outdoor use, activity or storage. The height of outdoor storage abutting public streets or residential zones shall not be higher than the height of the screen device approved by the planning department.
- c. Except in the LI2 zone, outdoor use, activity or storage areas located adjacent to property in the same zone may be located in the required interior side and rear setback yards. All outdoor use, activity and storage areas located adjacent to residential zones must meet required setbacks for the primary use.
- d. When gross floor area or lot coverage requirements are applicable, an outdoor use, activity or storage area will be used in calculating the permitted gross floor area or lot coverage of a use or development if this area will be used as an outdoor use, activity or storage area for at least two months in every year.
- e. If located on an unimproved area of the site, the underlying ground must be improved as required by the department of public works.

4. Exceptions to Outdoor Use, Activity or Storage. The following outdoor uses and activities, when located in commercial and industrial zones, are exempt from the requirement of this subsection as stated below:

- a. Exceptions to subsections (B)(3)(a) through (d) of this section; provided, that a temporary certificate of occupancy from the building department is obtained:
 - (1) Outdoor Christmas tree lots and fireworks stands if these uses will not exceed forty-five days.
 - (2) Outdoor amusement rides; carnivals and circuses; and parking lot sales which are ancillary to the indoor sale of the same goods and services if these uses will not exceed ten days.
- b. Exception to subsections (B)(3)(a) and (b) of this section:

(1) Outdoor dining areas, where permitted.

(2) Outdoor display of vehicles for sale or lease; provided, that they meet all of the standards of EMC 19.35.080.

5. Modification. The applicant may request a modification of the requirements of subsections (B)(2) through (4) of this section by submitting a written request with their site plan to the planning director for review. The planning director may approve a modification using the review process as described in EMC Title 15, Local Project Review Procedures, if:

a. The modification will not create a greater impact on any nearby residential use than would be created without the modification; and

b. The modification will not detract from the character of nearby uses; and

c. The modification will not be injurious to public health, safety or welfare; and

d. The modification is consistent with the policies of the Everett general plan; and

e. Landscaping or other means of screening is provided to reduce the visual impact of the outdoor use, activity or storage areas on surrounding properties and public right-of-way.

6. Appeals of Outdoor Use, Activity and Storage Modification Requests. The planning director's determination may be appealed as provided for in EMC Title 15, Local Project Review Procedures, for the applicable review process.

Section 35. EMC 19.40.010 is hereby amended as follows, with strikeout text deleted and underlined text added.

19.40.010 Fences height and location.

A. Residential Zones—Fence Height and Setbacks. Fences shall not exceed a height of:

1. Forty-two inches within twenty feet of the right-of-way abutting the front lot line.

2. Six feet within the street side setback or the abutting right-of-way.

3. Seven feet within the interior side or rear setbacks.

4. Exceptions.

a. Fences within twenty feet of ~~the right-of-way abutting~~ the front lot line may be up to six feet in height if the fence is at least ten feet from the sidewalk, is at least seventy percent transparent from three feet to six feet, and is not chain link or other type of similar material. If no sidewalk exists, the minimum distance required is determined by the city engineer.

b. For corner lots or double fronting lots, the front and street side or rear fence heights can be switched if the front of the house faces the street side or rear.

c. Arbors. Arbors may exceed the maximum fence height within ~~the front setback~~ twenty feet of the front lot line for a distance of up to twenty percent of the lot frontage on the street, provided the height of the arbor does not exceed eight feet.

d. Where a structure is within twenty feet ~~of the right-of-way~~ abutting the front lot line, a fence along the street-facing facade line is not required to comply with the fence height limitation of EMC 19.40.010(4)(a).

e. Conditional Uses. For development subject to the conditional use process, fences may deviate from the standards in this section as approved by the review authority.

f. Corner Sites and Vision Clearance. See EMC 19.41.060(B).

B. MU Zones.

1. Height and Location. Fences may be up to six feet in height if the fence is at least ten feet from the back of the sidewalk and is at least seventy percent transparent. The transparency requirement shall not apply to any fence thirty-six inches or less in height. If no sidewalk exists, the fence must be set back a minimum of ten feet from where the sidewalk will be placed in the future as determined by the city engineer.

2. Materials. Chain link, wire, corrugated, sheet metal or other similar types of fences are prohibited.

C. Freeways (I-5 and SR-526). Fences abutting freeways shall have no height limit.

D. Mixed-Use and Industrial Zones. Fences in mixed-use and industrial zones shall not exceed ten feet in height, including barbed wire located on top of the fence except:

1. Any fence taller than forty-two inches must be set back a minimum of ten feet or the required landscape width, whichever is greater, from any lot line along a street; and

2. Any fence within ten feet of a residentially zoned property shall not exceed seven feet in height.

3. See subsection (B) of this section for fence height restrictions in the MU zones.

E. Retaining Walls and Berms. Fences placed on top of berms shall be constructed so as not to exceed the maximum height allowed if the berm were not there. Fences placed upon rockeries or retaining walls shall be permitted to be constructed to the maximum allowable fence height above the rockery or retaining wall, provided the rockery or retaining wall does not exceed a height of six feet. Fences constructed on top of retaining walls which are greater than six feet in height shall not exceed a maximum fence height of forty-two inches.

Section 36. A new chapter is added to Title 19 EMC as follows:

CHAPTER 19.54 INCLUSIONARY ZONING

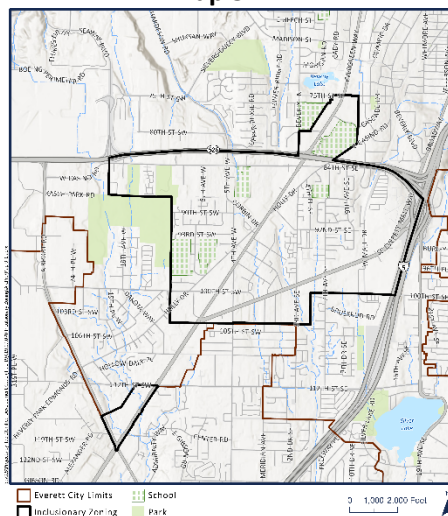
19.54.010 Purpose.

The purpose of this section is to address the need for affordable housing and to provide opportunities for low-income households to live near transit and employment.

19.54.020 Applicability

Inclusionary housing requirements shall apply to new residential development under this chapter within the area indicated in Map 54-1.

Map 54-1



19.54.030 Exemptions and reductions.

A. Inclusionary zoning requirements under this section are waived for:

1. Projects resulting in fewer than six dwelling units.
2. Projects subject to a development agreement.

B. Inclusionary zoning requirements under this section, including the alternative compliance fee in lieu, shall be reduced by half for projects resulting in at least six but no more than fifteen dwelling units.

19.54.040 Requirements.

A. For dwelling units intended for rent:

1. At least twenty percent of the dwelling units must be affordable to households whose income is at or below eighty percent of the median household income for Snohomish County, adjusted for household size; and

2. Of the affordable dwelling units required under subsection (A)(1), at least one half must be affordable to households whose income is at or below sixty percent of the median household income for Snohomish County, adjusted for household size;

B. For dwelling units intended for owner occupancy:

1. At least twenty percent of the units affordable to households whose income is at or below one hundred percent of the median household income for Snohomish County, adjusted for household size;

C. Affordable housing units that are provided under this section shall remain as affordable housing for a minimum of 50 years, as provided in a recorded covenant running with the land. The covenant shall be approved by the Planning Director and filed for recording with the county auditor prior to the issuance of a certificate of occupancy for any applicable structure.

19.54.050 Review process.

A. Prior to the issuance of any permit(s), the department shall review and approve the location and unit mix of the affordable housing units consistent with the following standards:

1. The location of the affordable housing units shall be intermingled with all other dwelling units within the development, with no more than three affordable units next to each other.
2. The tenure (ownership or rental) of the affordable housing units shall be the same as the tenure for the rest of the housing units in the development.
3. The bedroom mix of affordable housing units in any project shall be in the same ratio as the bedroom mix of the market rate units of the project;
4. The floor area of the affordable housing units shall not be less than 90 percent of the average gross floor area of the market rate units within the project with the same number of bedrooms; and
5. The exterior materials, interior materials, and design of the affordable housing units must be comparable with the other dwelling units in the development, with similarity in building finishes, rooflines, and landscaping.
6. Construction of the affordable housing units shall be concurrent with the construction of market-rate dwelling units

19.54.060 Alternative compliance – fee in lieu.

The Planning Director may approve a request for satisfying all or part of the affordable housing requirements with a fee in lieu equal to fifteen dollars per square foot of gross floor area subject

to this section. A fee in lieu under this subsection may be deferred under subsection EMC 19.54.070.

A. For dwelling units intended for rent, the fee in lieu under this section is equal to fifteen dollars per square foot of gross floor area subject to this section.

B. For dwelling units intended for owner occupancy, the fee in lieu under this section is equal to nine dollars per square foot of gross floor area subject to this section. The reduced fee in lieu granted under this subsection must be conditioned upon requiring the applicant to record a covenant approved by the planning director to assure owner occupancy. At a minimum, the covenant must require owner occupancy of each dwelling unit subject to this subsection for a period of twelve years and require that, if the property is converted to a rental, the property owner must pay the applicable difference in between the fee in lieu for dwelling units intended for rent and the fee in lieu for dwelling units intended for owner occupancy in effect at the time of conversion or in effect at the time of construction, whichever is greater. Covenants required by this subsection must be recorded with the Snohomish County auditor.

19.54.070 Deferred fee in lieu.

A fee in lieu under subsection EMC 19.54.060 may be deferred until six months after a certificate of occupancy is issued for a dwelling unit subject to this section.

A. An applicant seeking a deferral under this subsection (G) may be required to grant and record a deferred fee lien against the property in favor of the city in the amount of the deferred fee. The deferred fee lien, which must include the legal description, tax account number, and address of the property, must also be:

1. In a form approved by the city;
2. Signed by all owners of the property, with all signatures acknowledged as required for a deed, and recorded in Snohomish County;
3. Binding on all successors in title after the recordation; and
4. Junior and subordinate to one mortgage for the purpose of construction upon the same real property granted by the person who applied for the deferral of impact fees.

B. Upon receipt of final payment of all deferred fees for a property, the county, city, or town must execute a release of deferred impact fee lien for the property. The property owner at the time of the release, at the property owner's expense, is responsible for recording the lien release.

C. The extinguishment of a deferred impact fee lien by the foreclosure of a lien having priority does not affect the obligation to pay the impact fees as a condition of final inspection, certificate of occupancy, or equivalent certification, or at the time of closing of the first sale.

19.54.080 Eligibility for multifamily tax exemption.

Dwelling units satisfying the affordability requirements of this section may also satisfy the affordable housing requirements of Chapter 3.78 EMC.

Section 37. The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener's/clerical errors, references and ordinance numbering.

Section 38. The City Council hereby declares that should any section, paragraph, sentence, clause or phrase of this ordinance be declared invalid for any reason, it is the intent of the City Council that it would have passed all portions of this Ordinance independent of the elimination of any such portion as may be declared invalid.

Cassie Franklin, Mayor

ATTEST:

City Clerk

STAFF MEMORANDUM

TO: Everett City Council
FROM: Yorik Stevens-Wajda, Planning Director
DATE: December 18, 2025
SUBJECT: Everett 2044 Housekeeping Ordinance

BACKGROUND

The Everett 2044 Comprehensive Plan and Development Regulation Periodic Update was adopted June 18, 2025, via ordinances [4101-25](#) and [4102-25](#), with an effective date of July 8, 2025. The [comprehensive plan](#) is available at everettwa.gov/3365/2044-Comprehensive-Plan. The updated [development regulations](#) are available through the online municipal code viewer at everett.municipal.codes/EMC/

In the months since adoption of the development regulations, staff have identified errors and provisions that are difficult to interpret accurately and consistently. This is the first of what could be several housekeeping ordinances to correct errors and clarify provisions in the development regulations.

The planning commission adopted [PC Resolution 25-02](#) on November 18, 2025, recommending approval of a set of amendments to correct errors and clarify regulations.

REVIEW CRITERIA

Criteria for amending the development regulations (unified development code) include:

- a. The proposed amendment is consistent with the applicable provisions of the Everett comprehensive plan; and
- b. The proposed amendment bears a substantial relation to public health, safety or welfare; and
- c. The proposed amendment promotes the best long-term interests of the Everett community.

STATE ENVIRONMENTAL POLICY ACT

The city has issued a Determination of Significance and Adoption of [Everett 2044 Periodic Update Final Environmental Impact Statement](#) for this proposal, meaning that the environmental impacts of the proposal have already been studied and reported earlier in the [Everett 2044 Periodic Update](#).

EXHIBITS

Exhibit A – Proposed Code Amendments and explanations



EXHIBIT A – PROPOSED CODE AMENDMENTS

| Ordinance/Code Section | Proposed Amendment | Comments |
|---|---|---|
| <u>Ord. Section 1</u> EMC 14.16.430 Single and multiple metered services— regulations and charges. | <p>A. <i>Residential dwelling units – Separate meters required.</i> Each residential dwelling unit (as defined by the current edition of the International Residential Code for one- and two- unit dwellings) shall require a separate metered service. The required permit(s) shall be obtained, and a separate metered service shall be installed to each dwelling unit. Each meter shall be charged for water service independently and shall remain liable for a lien for water charges as provided in Section 14.16.850.</p> <p>1. Where multiple existing dwelling units share a single metered service, separation of the service and installation of a separate metered service to each dwelling unit may be required at the discretion of Public Works.</p> <p><u>2. At the discretion of Public Works, a single shared water service and meter may be permitted for a new dwelling unit being added within or attached to an existing one-unit dwelling, provided both units remain under single ownership.</u></p> <p>B. <i>Commercial structures – Single metered service.</i> Commercial structures (as defined by the current edition of the International Building Code, including multi-family structures with three or more dwelling units) shall provide a single metered service per structure, sized per the current edition of the Uniform Plumbing code.</p> <p>1. Multiple metered services may be permitted for separate non-residential tenant spaces within a commercial structure at the discretion of Public Works.</p> | Provides flexibility for the city to allow shared water service and meter for addition of one dwelling unit to an existing one-unit dwelling. |
| <u>Ord. Section 2</u> EMC 19.03.030 Purpose and application of zone districts | <p>4. <i>Airport/Port/ and Navy Compatibility Overlay Zone (APN).</i> The purpose of the APN Airport and Navy compatibility zones is to protect Paine Field Airport, Port of Everett, and Naval Station Everett from nearby incompatible land uses and development by implementing special development standards and project permit notice procedures.</p> | Corrects name of the zone in EMC 19.17. Does not change any regulations, standards, or applicability. |
| <u>Ord. Section 3</u> EMC 19.04.030 Lot, building, and structure definitions | <p>“Street-facing dwelling unit facade” means a ground or first floor of a dwelling unit facade facing, and within thirty feet of, a front or side street lot line on a public street.</p> | <p>This definition, carried over from previous code, is only used in two places and it does not add value to either.</p> <p>19.08.030(A) New dwelling units that include any façade within thirty feet of a public street right-of-way must face the street, which means including a street-facing dwelling unit façade that includes one of the front porch or entrance types in EMC 19.08.050 facing the public street for each individual dwelling or shared building entry.</p> <p>19.08.060(A)(3) The width of the garage wall facade within thirty-five feet of a public street may be up to fifty percent of the width of the street-facing dwelling unit facade, except that a garage wall facade set back a minimum of twenty feet behind the front facade of the dwelling unit is allowed a two-car-wide garage facade of up to twenty feet wide. (See Figure 8-2 below.)</p> <p>A similar term, street-facing façade, appears in the updated regulations in a few places:</p> <p>19.08.040(B)(5) Transparency. At least fifteen percent of the area of each street-facing facade must be windows or main entrance doors. Windows used to meet this standard must allow views from the building to the street. Glass block does not meet this standard. Windows in garage doors do not count toward meeting this standard.</p> <p>19.08.060(4) Where the public street-facing facade of the dwelling unit is less than twenty-two feet in length, an attached garage is prohibited as part of that facade.</p> <p>19.09.030(C) Distance from Grade. The main entrance required by subsection (B)(3) of this section must be within four feet of average grade, measured at the outermost corners of the street-facing facade.</p> <p>19.34.120(B)(2) ... parking in the area between a street-facing facade and the street must be on a paved surface as allowed by EMC 19.34.110(C)</p> <p>19.40.010(4)(d) Where a structure is within twenty feet of the right-of-way abutting the front lot line, a fence along the street-facing facade line is not required to comply with the fence height limitation of EMC 19.40.010(4)(a).</p> <p>Only the transparency standard might be affected by the definition... it could be interpreted that the transparency standard only applies to the ground floor.</p> |



| Ordinance/Code Section | Proposed Amendment | Comments |
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| Ord. Section 4 EMC 19.04.050 Use definitions, residential | “Transit Stop, Frequent” means stops for a bus or other transit mode providing actual fixed route service at intervals no longer than 15 minutes per hour for at least five full hours during the peak hours of operation on weekdays | Term is not used elsewhere. There is a reference to frequent transit in the parking chapter (EMC 19.34.060) but the term is defined within the sentence in that section. |
| Ord. Section 5 EMC 19.05.045 Neighborhood Commercial | B. Neighborhood Commercial uses are permitted in residential zones in the following areas: 2. In buildings historically used for and built for commercial/ residential <u>or</u> mixed use, including buildings for which a legal nonconforming use has discontinued or ceased; and | Simplifying the definition of mixed use, which will almost always include residential as one component. |
| Ord. Section 6 EMC 19.05.090 Table 5-2 (commercial use table) | ¹⁷ In Metro Everett on TOD or pedestrian streets: Clinics are a prohibited use on the ground floor; provided, however, that the following are not considered clinics for the purpose of this restriction: birthing centers, dentists, psychiatrists, chiropractors, physical therapists, optometrists or ophthalmologists. ^(a) Government public health agency uses providing clinical services shall be deemed to be a permitted use on the ground floor within the MU or LI1/LI2 zone <u>mixed use or industrial zones</u> . ^(b) Health events on a property within the MU or LI1/LI2 zone <u>mixed use or industrial zones</u> providing clinical health services to the general public, not exceeding three days in duration and occurring not more than once every ninety days, shall be exempt from the prohibition of clinics on the ground floor. | Zoning districts have been renamed and redefined. LI1/LI2 no longer exists. |
| Ord. Section 7 EMC 19.06.070 Minimum lot area—averaging in land divisions. | E. The small lot single family development standards of EMC 19.08.020 shall apply to single family dwellings on lots with less than five thousand square feet created using the lot area averaging process; | EMC 19.08.020 no longer includes small lot single-family development standards. |
| Ord. Section 8 EMC 19.08.010 Intent applicability, and overview. | This chapter addresses: A. Development standards for: 1. Development in the Neighborhood Residential or Neighborhood Residential Constrained zones, and 2. In other zones, development of detached one and two unit dwellings and any number of townhouses up to three stories in height, along with their accessory structures. B. This Chapter provides standards to ensure that new development accomplishes the following: 1. Makes a positive contribution to the development pattern of the area; 2. New or altered structures are compatible with the design and use of existing structures on neighboring properties; 3. Does not impact in a substantial negative manner the habitability of neighboring properties; 4. Design sites to have both an external orientation to the streetscape and an internal orientation to the residential environment with unifying open space and pedestrian pathways; and 5. Design emphasis should be given to the pedestrian, rather than the auto environment, through placement of parking in a less prominent location A. Purpose. This Chapter provides standards to ensure that new development accomplishes the following: 1. Makes a positive contribution to the development pattern of the area; 2. New or altered structures are compatible with the design and use of existing structures on neighboring properties; 3. Does not impact in a substantial negative manner the habitability of neighboring properties; 4. Design sites to have both an external orientation to the streetscape and an internal orientation to the residential environment with unifying open space and pedestrian pathways; and | Makes the intent, applicability, and overview section of EMC 19.08 consistent with EMC 19.09. No change to purpose statements or applicability. Adds exemptions, consistent with EMC 19.09, for internal remodels and conversions (with minor exterior changes); e.g., converting a basement to a dwelling. |

| Ordinance/Code Section | Proposed Amendment | Comments |
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| | <p><u>5. Design emphasis should be given to the pedestrian, rather than the auto environment, through placement of parking in a less prominent location.</u></p> <p><u>B. Applicability. The standards in this chapter apply to the following:</u></p> <p><u>1. Development in the Neighborhood Residential or Neighborhood Residential-Constrained zones, and;</u></p> <p><u>2. In other zones, development of detached one- and two-unit dwellings and any number of townhouses up to three stories in height, along with their accessory structures.</u></p> <p><u>C. Exceptions. The following are excepted from the requirements of this chapter:</u></p> <p><u>a. Minor exterior alterations, provided, however, the alteration shall meet the following:</u></p> <p><u>i. The alterations to the exterior shall meet the applicable standards of this chapter;</u></p> <p><u>ii. The alterations do not create a greater nonconformance unless otherwise allowed through modification of standards; and</u></p> <p><u>iii. The alterations are not as a result in a change of use or occupancy (see subsection (B)(2)(c) of this section).</u></p> <p><u>b. Interior alterations which do not change the exterior appearance of the building and/or site.</u></p> <p><u>c. Change of use or occupancy which is either a minor exterior alteration or interior alterations; provided, however, that if the change in use or occupancy creates additional off-street parking, the development shall meet the parking requirements of this title, Chapter 19.34 EMC (Parking) and, as required, Chapter 19.35 EMC (Landscaping) and Chapter 19.33 EMC (Streets, Sidewalks and Pedestrian Circulation).</u></p> | |
| <p><u>Ord. Section 9</u></p> <p>EMC 19.08.020</p> <p>Neighborhood Residential General Standards.</p> | <p><u>D. See Chapter 19.35 EMC for landscaping and street tree requirements.</u></p> | <p>Moved this reference here from EMC 19.08.040(D)(2)</p> |
| <p><u>Ord. Section 10</u></p> <p>EMC 19.08.030</p> <p>Neighborhood Residential Site Design</p> | <p>A. New dwelling units that include any façade within thirty feet of a public street <u>right-of-way</u> must face the street, which means including a street-facing dwelling unit façade that includes one of the front porch or entrance types in EMC 19.08.050 facing the public street for each individual dwelling or shared building entry.</p> <p>1. Private yard. A private yard is required for dwelling units without direct access to a shared yard.</p> <p>a. Required private yards must have direct access from the associated dwelling unit.</p> <p>b. A private yard shall be a minimum of eight feet in any direction, no less than eighty square feet in area</p> <p>c. Required private yards may be located in a required <u>landscaping area, required</u> setback area, or on top of a roof.</p> <p>d. Private yards shall not include driveways, pathways, parking areas, buildings, or critical areas or their buffers.</p> <p>2. Shared yard. A shared yard is required for dwelling units without direct access to a private yard.</p> <p>a. Required shared yards must have direct access from the associated dwelling unit.</p> <p>b. For shared yards with up to five associated dwelling units, the required shared yard must be a minimum of fifteen feet in any direction, no less than 300 square feet in area.</p> <p>c. For shared yards with six or more associated dwelling units, the required shared yard(s) must be a minimum of twenty feet in any direction, no less than 10% of the lot in area.</p> <p>e <u>d. Required shared yards may be located in a required landscaping area or required setback area.</u></p> | <p>Clarify that the edge of a public street is the edge of the street's right-of-way.</p> <p>This subsection does not indicate whether private/shared yards under 19.08 may be located in a required landscaping area. Historically, required common/open space under EMC 19.09.050 has not been allowed within required landscaping areas, resulting in a staff proposal to clarify that yards may not be located within required perimeter or street-frontage landscaping areas.</p> <p>The planning commission recommended, at its September 16, 2025 meeting, allowing private and shared yards to overlap required landscaping areas. The proposed code amendments were then updated accordingly to allow yards to overlap landscaping areas.</p> |

| Ordinance/Code Section | Proposed Amendment | Comments |
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| | d e. Shared yards shall not include driveways, pathways, parking areas, buildings, or critical areas or their buffers. | |
| Ord. Section 11 EMC 19.08.040 Neighborhood Residential Building design standards | A. Applicability. The design standards in this section apply to front façades, side street façades, side interior façades, and rear façades <u>new dwelling units that include any façade within thirty feet of a public street right-of-way. Fire walls, visible party walls, and side interior façades less than 5 feet from a shared lot line are exempt.</u> | Limit applicability of this section to new dwelling units having any façade within 30’ of a public street right-of-way, consistent with policies in the comprehensive plan that focus on streetscape, e.g., <i>DD-1 Maintain a continuous, consistent, walkable, and human-scaled pedestrian environment at the interface of buildings and the public realm. Promote interaction between indoor and outdoor activities to create an inclusive and vibrant public realm.</i> |
| | 2 3. Roofs. b a. Roofs, excepting rooftop decks or flat roofs, must incorporate at least one of the following architectural elements in roof forms: vertical or horizontal changes in rooflines; varied roof forms; dormers; deep roof overhangs (more than twenty-four inches); rafter tails, brackets, corbels, or other decorative supports; and/or prominent cornice, soffit, or fascia details. 3 4. Exterior Stairs. Fire escapes and exterior stairs providing access to an upper floor are not allowed on any facade that faces a street unless another building is between the façade and the public street. 4 5. Transparency. At least fifteen percent of the area of each street-facing facade must be windows or main entrance doors. Windows used to meet this standard must allow views from the building to the street. Glass block does not meet this standard. Windows in garage doors do not count toward meeting this standard. | Correct lettering/numbering. |
| | D. Landscaping/Screening. 1. See Chapter 19.35 EMC for landscaping and street tree requirements. 2. Screening of waste containers from view of neighboring properties is required. | Moved the reference to the landscaping chapter to EMC 19.08.020(D) Consolidated the waste screening requirement for Neighborhood Residential zones into Chapter 19.39 EMC. |
| Ord. Section 12 EMC 19.08.050 Front porch and entrance requirements. | 2. The ground floor, for a minimum depth as identified in [sic] 19.08.040(B)(1), is required to be habitable/occupiable space in compliance with this Chapter. Accessibility is provided through the front porch or entrances. | This subsection duplicates EMC 19.08.040(B)(2) without adding anything new. |
| | C. Porch Projecting. 1. Description. The main façade of the building is set back from the front or side street lot line with a covered structure (the porch) encroaching into the front setback. The resulting setback area may be defined by a fence or hedge to spatially maintain the edge of the street. The Porch may be one or two stories, is open on three sides, with all habitable space located behind the building setback line. Table 8-1 ... Notes: ... The porch is not required to be covered. | Makes similar each porch subsection format. The description of Porch Projecting refers to “a covered structure”. |
| | C. E. Dooryard. ... D. F. Stoop. E. G. Common Entry. | Correct lettering/numbering. |
| Ord. Section 13 EMC 19.08.060 <u>Attached</u> Garage requirements | A. <u>Applicability.</u> The design standards in this section apply to new dwelling units that include any façade within thirty feet of a public street right-of-way. A B. <u>Attached Garage Setbacks and Lengths Widths.</u> The purpose of these standards is to encourage residential character and lessen the visual prominence of garages along public street frontages where applicable. 1. See Chapter 19.34 EMC for access and driveway requirements, including the requirement to obtain access from an alley if available. 2. Except along alleys, all garage wall facades facing the street shall be set back a minimum of five feet behind the front <u>street-facing</u> wall of the primary building mass. | Limit applicability of this regulation to garage facades within 35’ of the street (for a front façade within 30’ of the street, plus the 5’ garage setback). Clarify “facing the street” and “front wall”. Use “width” instead of “length” for this dimension. Limit applicability to <i>attached</i> garages. |

| Ordinance/Code Section | Proposed Amendment | Comments |
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| | <p>3. The length <u>width</u> of the garage wall facade facing a public street may be up to fifty percent of the length <u>width</u> of the street-facing dwelling unit facade, except that a garage wall facade set back a minimum of twenty feet behind the front <u>street-facing</u> facade of the dwelling unit is allowed a two-car-wide garage facade of up to twenty feet <u>wide</u>. (See Figure 8-2 below.)</p> <p>4. Where the public street-facing facade of the dwelling unit is less than twenty-two feet in length, an attached garage is prohibited as part of that facade.</p> <p>5. Semi-subterranean garages are allowed to project above the adjacent finished grade by up to 4 feet.</p> | |
| <u>Ord. Section 14</u> EMC 19.08.110 Residential accessory buildings. | The following requirements apply to all buildings which are accessory to residential uses in the NR or NR-C zones: | Applicability for EMC 19.08 is provided in 19.08.010 |
| | II. Porches. Any porch, including any covered decks or patios which are an integral part of the porch are not considered an accessory building and subject to these provisions. See Chapter 19.06 EMC for lot coverage requirements <u>and EMC 19.08.050 for front porch and entrance requirements.</u> | Adding cross reference. |
| | 1) Maximum Size:... d) If the principal use is a housing type with maximum floor to area ratios (FAR), please see FAR limits that may affect the size of residential accessory buildings. | Maximum floor-to-area ratios were removed from Title 19 EMC in the periodic update. |
| | 2) Setbacks, Front and Side Street: a) Any accessory residential structure located within the rear setback area required for a principal dwelling shall have a minimum separation from the principal dwelling of 10 feet, not including eaves or other building appurtenances. b) See Chapter 19.06 EMC. | The 10' separation between principal buildings had been removed in the periodic update. Likewise, staff believes that any required separation between principal buildings and accessory residential structures is best handled through the building code. |
| <u>Ord. Section 15</u> EMC 19.09.010 Purpose and applicability. | B. Applicability. <ol style="list-style-type: none"> 1. The standards in this chapter apply to residential development within the UR4, UR7, MU4, MU7, MU15, MU25, and LI-MU zones. 2. Exceptions. The following are excepted from the requirements of this chapter: <ol style="list-style-type: none"> a. For development standards for detached one- and two-unit dwellings and any number of townhouses up to three stories in height, along with their accessory structures, refer instead to Chapter 19.08 EMC. b. Minor exterior alterations, provided, however, the alteration shall meet the following: <ol style="list-style-type: none"> i. The alterations to the exterior shall meet the applicable standards of this chapter; ii. The alterations do not create a greater nonconformance unless otherwise allowed through modification of standards; and iii. The alterations are not as a result in a change of use or occupancy (see subsection (B)(2)(c) of this section). c. Interior alterations which do not change the exterior appearance of the building and/or site. d. Change of use or occupancy which is either a minor exterior alteration or interior alterations; provided, however, that if the change in use or occupancy creates additional off-street parking or uses outdoor areas to conduct business or store materials, the development shall provide the following: <ol style="list-style-type: none"> i. The development shall meet the parking requirements of this title, Chapter 19.34 EMC (Parking, Loading and Access Requirements) and, as required, Chapter 19.35 EMC (Landscaping) and Chapter 19.33 EMC (Streets, Sidewalks and Pedestrian Circulation); and ii. Any building alteration includes weather protection as required by this chapter. | Chapter 19.09 Urban Development Standards should apply to all development in applicable zones, not just residential buildings. The distinction is a holdover from when 19.09 addressed residential buildings and 19.12 addressed non-residential buildings... the two are now combined in 19.09. Corrected zone names and lettering/numbering. |

| Ordinance/Code Section | Proposed Amendment | Comments |
|---|---|--|
| | <p>2-3. Conflicts. In the event of a conflict between these requirements and the standards of other sections of the Unified Development Code, these requirements shall control; provided, however, the requirements established as part of the creation of any historic overlay zone shall take precedence over any conflicting requirements in this chapter.</p> <p>3-4. Mixed Developments. For mixed developments refer to the following sections as applicable, provided that the Planning Director is authorized to interpret applicability to provide for reasonable accommodation of mixed-use and commercial development encouraged by the comprehensive plan:</p> <ul style="list-style-type: none"> a. For development standards for detached one- and two-unit dwellings and any number of townhouses up to three stories in height, along with their accessory structures, refer to Chapter 19.08 EMC; and b. For development standards for residential development other than detached one- and two-family dwellings and townhouses up to three stories in height, along with their accessory structures, refer to this Chapter 19.09 EMC; and c. For development standards for nonresidential development, refer to EMC 19.09.200 through EMC 19.09.260 <p>4-5. Future Phases. When residential development is proposed to be added as a later phase to an existing development which does not meet the requirements contained herein, the requirements contained herein shall apply, but may be modified by the planning director as needed to provide for continuity between the existing and proposed phases of development.</p> <p>6. UR4, UR7, MU4, MU7, MU15, MU25, and LI1-MU Zones. See EMC 19.09.200 through 19.09.260 for applicable development standards.</p> <p>C. LI2 and HI Zones. See EMC 19.09.300 and 19.09.310 for applicable development standards.</p> | |
| <p><u>Ord. Section 16</u></p> <p>EMC 19.09.050 Required amenity space, including outdoor and common areas.</p> | <p>7. Expansion of Residential Development. Where an increase in the number of dwelling units for a residential development is proposed, common area <u>amenity space</u> shall be provided in accordance with the requirements of this chapter, minus the amount of common area <u>amenity space</u> by which the previous residential development was deficient.</p> | <p>Term was revised to “amenity space”</p> |
| <p><u>Ord. Section 17</u></p> <p>EMC 19.09.070 Inclusionary zoning</p> | <p>Move section to own chapter, split subsections into sections. See Ordinance section 36 for new chapter structure.</p> | <p>Better fits organizational structure, more visible and accessible, avoids confusion over applicability.</p> |
| <p><u>Ord. Section 18</u></p> <p>EMC 19.09.300 Building design standards applicable to the LI and HI zones.</p> | <p>A. Applicability. The following standards apply to development of properties located within the LI and HI zones. For properties located within the airport/port/navy compatibility overlay zone, see Chapter 19.17 EMC for additional use and development standards.</p> <p>...</p> <p>b. Horizontal Articulation. Horizontal articulation is required to visually break up the massing of the ground floor of the front and side street (corner) facades into segments no greater than sixty feet in width for the LI2 zone and one hundred feet in width for the HI zone. Examples of horizontal articulation include bays, mullions, columns, piers, pilasters, recessed entries, awnings, or other architectural treatments.</p> | <p>Corrected zone names.</p> |
| <p><u>Ord. Section 19</u></p> <p>EMC 19.13.250 Short-term rentals.</p> | <p>Short-term rentals shall comply with the following provisions:</p> <p>A. License Required. A city business license is required to operate a short-term rental. No more than two short-term rental sites may be operated by any individual, marital group, a group of people, or a corporate entity such as an LLC, within the city.</p> <p>B. Location. A short-term rental use may be located in a dwelling unit or an accessory dwelling unit. See EMC 19.08.100 for applicable accessory dwelling unit requirements, including owner occupancy if applicable.</p> <p>C. Number of Guests. The total number of guests occupying a dwelling unit may not exceed eight on a site, including any site with an accessory dwelling unit.</p> <p>D. Signs. No signs identifying the use as a short-term rental are permitted.</p> | <p>Accessory dwelling units are dwelling units. 19.08.100 no longer exists. Hyphenating the term in the title for consistency.</p> |

| Ordinance/Code Section | Proposed Amendment | | Comments | | | | | | | | | | | | | | | | | | | | | | |
|---|--|---|-------------------|---|-----------|----------------------------|---------------|---|------------------------------|----|------|-------|-------------------|------|------|-----------|-------|--|------|--|--|--------------------------|------|------|---|
| <u>Ord. Section 20</u> EMC 19.22.020 Heights for principal and accessory buildings | <table><tr><td rowspan="2">Height standard</td><td colspan="8">Zone</td></tr><tr><td>NR-C</td><td>NR</td><td>UR-4¹</td><td>UR-7</td><td>MU-4</td><td>MU-7</td><td>MU-15</td><td>MU-25</td></tr></table> <table><tr><td colspan="3">Zone</td></tr><tr><td>Neighborhood Residential</td><td>UR-4</td><td>UR-7</td></tr></table> | Height standard | Zone | | | | | | | | NR-C | NR | UR-4 ¹ | UR-7 | MU-4 | MU-7 | MU-15 | MU-25 | Zone | | | Neighborhood Residential | UR-4 | UR-7 | Remove hyphens from zone names in Table 22-1 and Table 22-2 |
| Height standard | Zone | | | | | | | | | | | | | | | | | | | | | | | | |
| | NR-C | NR | UR-4 ¹ | UR-7 | MU-4 | MU-7 | MU-15 | MU-25 | | | | | | | | | | | | | | | | | |
| Zone | | | | | | | | | | | | | | | | | | | | | | | | | |
| Neighborhood Residential | UR-4 | UR-7 | | | | | | | | | | | | | | | | | | | | | | | |
| <u>Ord. Section 21</u> EMC 19.22.030 Where height reductions are required. | <table><tr><td rowspan="5"></td><th>Column A</th><th>Column B</th><th>Column C*</th></tr><tr><th>Zone(s) (Development Site)</th><th>Adjacent Zone</th><th>Distance to Match Height to Adjacent Zone</th></tr><tr><td>UR-7, MU-7, MU-15, LI-MU, LI</td><td>NR</td><td>50'</td></tr><tr><td>LI-MU</td><td>NR or UR4</td><td>75'</td></tr><tr><td>LI</td><td>NR or UR4</td><td>100'</td></tr></table> B. <i>Height Reductions—Adjacency, Table.</i> 1. Table 22-4 requires height reductions where a development site is in a zone identified in Column A and which abuts an adjacent zone shown in Column B. In these circumstances, the development must adhere to the height limits in the adjacent zone (from Column B) for the distance specified in Column C. If the proposed development abuts a residential zone that is not within the city limits, the height limits assumed will be twenty-eight <u>thirty-five</u> feet. | | Column A | Column B | Column C* | Zone(s) (Development Site) | Adjacent Zone | Distance to Match Height to Adjacent Zone | UR-7, MU-7, MU-15, LI-MU, LI | NR | 50' | LI-MU | NR or UR4 | 75' | LI | NR or UR4 | 100' | LI-MU and LI are listed twice. Since LI-MU and LI have their own rows; the correction is to remove the duplicates from the first row. Abutting zones in unincorporated Snohomish County allow buildings at least up to 35’. | | | | | | | |
| | Column A | | Column B | Column C* | | | | | | | | | | | | | | | | | | | | | |
| | Zone(s) (Development Site) | | Adjacent Zone | Distance to Match Height to Adjacent Zone | | | | | | | | | | | | | | | | | | | | | |
| | UR-7, MU-7, MU-15, LI-MU, LI | | NR | 50' | | | | | | | | | | | | | | | | | | | | | |
| | LI-MU | | NR or UR4 | 75' | | | | | | | | | | | | | | | | | | | | | |
| | LI | NR or UR4 | 100' | | | | | | | | | | | | | | | | | | | | | | |
| <u>Ord. Section 22</u> EMC 19.25.040 Evaluation criteria—Subdivision, short subdivision, unit lot land division, alteration or vacation. | D. <i>Unified Development Code.</i> The proposed project and design shall meet the requirements of this title, including but not limited to the following: ... 5. Chapter 19.34 EMC, Parking, Loading and Access Requirements ; | Corrected to new name of Chapter 19.34 EMC | | | | | | | | | | | | | | | | | | | | | | | |
| <u>Ord. Section 23</u> EMC 19.34.050 Exceptions to off-street Vehicle parking space requirements. | B. Development under EMC 19.08 within one-half mile <u>walking distance</u> of a public transit stop served by bus rapid transit or rail. | Clarifying that the distance to transit is walking distance, consistent with other parking-related distance measurements and RCW. | | | | | | | | | | | | | | | | | | | | | | | |
| <u>Ord. Section 24</u> EMC 19.34.060 Reductions to off-street Vehicle parking space requirements. | 1. Parcels within one-quarter mile walking distance of a public transit stop with that receives transit service at least four times per hour for twelve or more hours per day | Stray word. | | | | | | | | | | | | | | | | | | | | | | | |
| <u>Ord. Section 25</u> EMC 19.34.100 Location of off-street Vehicle parking. | D. Vehicle parking Location—Alley Requirements for Multifamily and Nonresidential <u>Structured vehicle parking garages</u> . Structured vehicle parking garages accessed from the rear with no internal turnaround shall be set back at least twenty-five feet from the far side of the alley, except as otherwise approved by city engineer. | This regulation provides for safe and efficient circulation in alleys and should apply to all development. | | | | | | | | | | | | | | | | | | | | | | | |
| | E. Parking between buildings and streets. Surface parking lots shall not be located directly between a public street and a building unless another building is closer to the public street, as illustrated in Figure 34-2, except: 1. Residential zones in driveways meeting the standards of EMC 19.34.110; or 2. When vehicle parking is located completely below grade and any required landscaping is provided on top of the parking structure. | “Lots” is not defined. | | | | | | | | | | | | | | | | | | | | | | | |

| Ordinance/Code Section | Proposed Amendment | | | | | Comments | | | | | | | | | | |
|---|---|---|---|---|--|--|----------|--------------------|----------|---|-------------------------------------|---|----|---|----|---|
| <u>Ord. Section 26</u> EMC 19.34.110 Vehicular Access to Off-Street parking – Alleys and driveways. | 1. For non-alley access lots, the maximum driveway width within twenty feet of the right-of-way abutting the front lot line <u>of the street side lot line</u> shall not exceed thirty feet, or fifty percent of the lot frontage width, whichever is less. However, where a driveway is permitted, a minimum driveway width of ten feet will be allowed; | | | | | Reverts the driveway width limitation along a street side lot line to pre-Everett 2044 regulation, which was inadvertently dropped in the update, and simplifies wording (the edge of the “front lot line” is the same as the edge of the “right-of-way abutting the front lot line”). | | | | | | | | | | |
| <u>Ord. Section 27</u> EMC 19.34.120 Parking area design and construction. | 3. Residential <u>Dimensional</u> exception. Existing, legally established vehicle parking spaces <u>for residential development</u> established prior to June 6, 2024 are not required to be resized or modified to meet current parking requirements, except for compliance with the Americans with Disabilities Act, per RCW 36.70A. | | | | | RCW 36.70A.622 only applies to parking spaces for residential development. RCW does not need to be cited. | | | | | | | | | | |
| <u>Ord. Section 28</u> EMC 19.34.170 Bicycle Facilities, Required Counts | B. For all <u>nonresidential</u> uses, a minimum of 2 long term and 2 short term bicycle spaces are required. | | | | | Two long term and two short term bicycle spaces is more than necessary for a single dwelling unit. Removing this baseline minimum for residential would revert the minimum for a single dwelling unit to one long-term space, or two (because of rounding) within mixed-use centers. | | | | | | | | | | |
| | | | | | | Short term spaces inadvertently included in long term column. | | | | | | | | | | |
| | Land Use | Long Term | Short Term | Mixed-Use Centers | | | | | | | | | | | | |
| | Short term rentals; hotels, motels | 0.05 per rentable room 0.05 ST / rentable room, PLUS 0.20 ST / 1,000 sf for conference/meeting rooms | 0.05 per rentable room and 0.20 per 1,000 square feet of conference/meeting rooms | 0.075 LT / rentable room 0.10 ST / rentable room , PLUS 0.35 ST / 1,000 sf for conference/meeting rooms | | | | | | | | | | | | |
| <u>Ord. Section 29</u> EMC 19.35.020 Purpose | The purpose of this chapter is to: ... <ul style="list-style-type: none">create a safe and comfortable environment by using design cues to differentiate/demarcate public, semi-private, and private spaces, incorporate clear sightlines and eyes on the street, and other CPTED <u>crime prevention through environmental design</u> features; ... <ul style="list-style-type: none">buffer between designated MICs <u>Manufacturing Industrial Centers</u> and adjacent residential or mixed-use areas to protect both the viability of long-term industrial operations and the livability of adjacent areas. | | | | | Removing undefined acronyms. | | | | | | | | | | |
| <u>Ord. Section 3030</u> EMC 19.35.060 Application of landscape categories and type (Tables 35-1 and 35-2) | | Street Frontage⁽¹⁾ ¹ All public right-of-way behind the sidewalk, walking path, parking strip, or travel lane shall also be landscaped to Type III standards. Additional trees are not required in the portion of the landscaping in the public right-of-way. | | Interior Lot Lines⁽²⁾ ² Interior lot lines which do not abut an alley. | | <i>Note: this correction was added to the ordinance December 2025, after the planning commission completed its review.</i> Footnotes were not intended to be repeated in each cell – they were in the Everett 2044 materials for easier reference. | | | | | | | | | | |
| | Table 35-1: Landscape Categories for Use Zones | | | | | <i>Note: this correction was added to the ordinance December 2025, after the planning commission completed its review.</i> Commercial landscaping (Type B) for permitted nonresidential uses in the NR, NR-C, and AG zones was inadvertently dropped in the periodic update. This does not affect landscaping for Neighborhood Commercial development in those zones, which is defined in EMC 19.05.045) | | | | | | | | | | |
| | <table><tr><th>Use Zone</th><th>Landscape Category</th></tr><tr><td>UR4; UR7</td><td>A</td></tr><tr><td>MU4; MU7; MU15; <u>MU25</u>; LI-MU</td><td>B</td></tr><tr><td>HI</td><td>C</td></tr><tr><td>LI</td><td>D</td></tr><tr><td>NR; NR-C; AG</td><td>E⁽⁴⁾</td></tr></table> | | | | | | Use Zone | Landscape Category | UR4; UR7 | A | MU4; MU7; MU15; <u>MU25</u> ; LI-MU | B | HI | C | LI | D |
| Use Zone | Landscape Category | | | | | | | | | | | | | | | |
| UR4; UR7 | A | | | | | | | | | | | | | | | |
| MU4; MU7; MU15; <u>MU25</u> ; LI-MU | B | | | | | | | | | | | | | | | |
| HI | C | | | | | | | | | | | | | | | |
| LI | D | | | | | | | | | | | | | | | |
| NR; NR-C; AG | E ⁽⁴⁾ | | | | | | | | | | | | | | | |
| 4 Repealed by Ord. 4102-25. <u>Landscape category B for permitted nonresidential uses</u> | | | | | | | | | | | | | | | | |



| Ordinance/Code Section | Proposed Amendment | Comments |
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| <u>Ord. Section 3131</u> EMC 19.35.090 Special landscape requirements applicable to neighborhood residential zone. | A. In addition to providing landscaping pursuant to Tables 35-1 and 35-2, trees are required within eight feet of the front and side streets. Trees shall be two inches in diameter at 4.5 feet in height, planted every twenty feet on center. € B. For developments with residential uses all street-facing elevations must have landscaping along any exposed foundation. The landscaped area may be along the outer edge of a porch instead of the foundation. This landscaping requirement does not apply to portions of the building facade that provide access for pedestrians or vehicles to the building. The foundation landscaping must meet the following standards: | B comes after A. |
| <u>Ord. Section 3232</u> EMC 19.38.040 Substandard lots—Nonconforming lots. | A. R-S, R-1 and R-2 NR and NR-C Zones. In the R-S, R-1 and R-2 NR and NR-C zones, subject to other limitations imposed by other provisions of this title, a single-family <u>one</u> dwelling may be erected on any single “lot” as defined in this title. A lot shall meet the following criteria, as applicable: <ol style="list-style-type: none"> 1. A lot created via the subdivision process of Chapter 58.17 RCW; 2. A lot which was created prior to December 1, 1956; 3. Any lot which met minimum lot area requirements under the regulations or standards of Snohomish County prior to annexation or incorporation into the city of Everett; and 4. A lot reduced below minimum zoning requirements as a result of public acquisition of property. B. Substandard Lots—Multifamily, Commercial and Industrial <u>Other</u> Zones. Any substandard lot may be used for any of the uses permitted in the respective zone, subject to the special regulations and end notes in Chapter 19.05 EMC, and in accordance with the review process and general evaluation criteria in EMC Title 15 and all other regulations including minimum yards, provided: <ol style="list-style-type: none"> 1. All such lots shall meet the definition of “nonconforming lot” as defined in this title and shall not have been merged or otherwise created illegally. 2. Commercial or industrial lots which have been created through the binding site plan process are exempt from this section. | Corrected to updated zone names and the updated term for a single family dwelling. |
| <u>Ord. Section 3333</u> EMC 19.39.030 Garbage receptacles, dumpsters and recycle bins—placement and screening. | The following requirements apply in all areas except single family zones: A. Placement. Garbage receptacles, dumpsters, and recycle bins shall be provided in all multifamily, commercial, industrial and institutional developments and shall not be located in a required front yard setback area, or street side setback area for corner lots. Where an alley abuts a lot in any zone, the garbage receptacles, dumpsters, or recycle bin shall be located adjacent to the alley. B. Screening. All garbage <u>receptacles</u> , dumpsters, and recycle bins must be screened from view from the street and from adjacent properties. This screening may be done using dense vegetation or by placing the dumpster or recycle bin in a structural enclosure. | Consolidated the waste screening requirement for Neighborhood Residential zones (EMC 19.08.040(D)(2): “Screening of waste containers from view of neighboring properties is required”) into this Chapter 19.39 EMC. |
| <u>Ord. Section 3434</u> EMC 19.39.050 Outdoor use, activity and storage | c. Except in the LI2 zone, outdoor use, activity or storage areas located adjacent to property in the same zone may be located in the required interior side and rear setback yards. All outdoor use, activity and storage areas located adjacent to residential zones must meet required setbacks for the primary use. | Corrected zone name. |
| <u>Ord. Section 3535</u> EMC 19.40.010 Fences height and location. | A. Residential Zones—Fence Height and Setbacks. Fences shall not exceed a height of: <ol style="list-style-type: none"> 1. Forty-two inches within twenty feet of the right-of-way abutting the front lot line. 2. Six feet within the street side setback or the abutting right-of-way. 3. Seven feet within the interior side or rear setbacks. 4. Exceptions. <ol style="list-style-type: none"> a. Fences within twenty feet of the right-of-way abutting the front lot line may be up to six feet in height if the fence is at least ten feet from the sidewalk, is at least seventy percent transparent from three feet to six feet, and is not chain link or other type of similar material. If no sidewalk exists, the minimum distance required is determined by the city engineer. b. For corner lots or double fronting lots, the front and street side or rear fence heights can be switched if the front of the house faces the street side or rear. | Simplifies wording. The edge of the “front lot line” is the same as the edge of the “right-of-way abutting the front lot line”. Maintains the arbor height regulation at the depth of the prior front setback (20’) rather than the current front setback (10’), which had been the intent with this fence height section. |

| Ordinance/Code Section | Proposed Amendment | Comments |
|---|--|---|
| | <p>c. Arbors. Arbors may exceed the maximum fence height within the front setback <u>twenty feet of the front lot line</u> for a distance of up to twenty percent of the lot frontage on the street, provided the height of the arbor does not exceed eight feet.</p> <p>d. Where a structure is within twenty feet of the right-of-way abutting <u>the front lot line</u>, a fence along the street-facing facade line is not required to comply with the fence height limitation of EMC 19.40.010(4)(a).</p> | |
| <p><u>Ord. Section 3636</u></p> <p>EMC 19.54.040 Inclusionary Zoning – Requirements</p> | <p><u>A. For dwelling units intended for rent:</u></p> <p><u>A 1. At least twenty percent of the dwelling units must be affordable to households whose income is at or below eighty percent of the median household income for Snohomish County, adjusted for household size; and</u></p> <p><u>B 2. Of the affordable dwelling units required under subsection (D)(A)(1), at least one half must be affordable to households whose income is at or below sixty percent of the median household income for Snohomish County, adjusted for household size;</u></p> <p><u>€ B. For dwelling units intended for owner occupancy:</u></p> <p><u>1. At least twenty percent of the units affordable to households whose income is at or below eighty <u>eighty one hundred</u> percent of the median household income for Snohomish County, adjusted for household size;</u></p> <p><u>Ø C. Affordable housing units that are provided under this section shall remain as affordable housing for a minimum of 50 years, as provided in a recorded covenant running with the land. The covenant shall be approved by the Planning Director and filed for recording with the county auditor prior to the issuance of a certificate of occupancy for any applicable structure.</u></p> | <p>Staff have received feedback that the inclusionary zoning provisions as included in the periodic update significantly disadvantage developments intended for owner-occupancy, which would conflict with policies in the comprehensive plan intended to support homeownership in the city, e.g., <i>HO-12 Boost homeownership opportunities through administrative, regulatory, and financial benefits</i>.</p> <p>This amendment would reduce the required affordability level for dwelling units intended for owner occupancy from 80% AMI to 100% AMI. The maximum initial sales price depends on a number of factors including household size and dwelling size.</p> <p>For reference:</p> <ul style="list-style-type: none"> For a family of four, the 2025 income limit for income-qualified housing in Snohomish County at 80% area median income (AMI) is \$135,760; at 100% AMI the limit is \$157,100 (25% higher). For a three-bedroom dwelling, the 2025 rental limit for Snohomish County (which could be comparable to ownership cost limits) at 80% AMI is \$2,451; at 100% AMI the limit is \$3,268 (33% higher). |
| <p>EMC 19.54.060 Inclusionary Zoning – Alternative compliance – fee in lieu.</p> | <p>The Planning Director may approve a request for satisfying all or part of the affordable housing requirements with a fee in lieu equal to fifteen dollars per square foot of gross floor area subject to this section. A fee in lieu under this subsection <u>may be deferred under subsection EMC 19.09.070(G) 19.54.070.</u></p> <p><u>A. For dwelling units intended for rent, the fee in lieu under this section is equal to fifteen dollars per square foot of gross floor area subject to this section.</u></p> <p><u>B. For dwelling units intended for owner occupancy, the fee in lieu under this section is equal to nine dollars per square foot of gross floor area subject to this section. The reduced fee in lieu granted under this subsection must be conditioned upon requiring the applicant to record a covenant approved by the planning director to assure owner occupancy. At a minimum, the covenant must require owner occupancy of each dwelling unit subject to this subsection for a period of twelve years and require that, if the property is converted to a rental, the property owner must pay the applicable difference in between the fee in lieu for dwelling units intended for rent and the fee in lieu for dwelling units intended for owner occupancy in effect at the time of conversion or in effect at the time of construction, whichever is greater. Covenants required by this subsection must be recorded with the Snohomish County auditor.</u></p> | <p>This amendment is designed to align with the revised affordability level in the row above by reducing the alternative compliance fee in lieu for dwelling units intended for owner occupancy from \$15 to \$9 per square foot of gross floor area. For more analysis, see the November 18, 2025 planning commission memo.</p> |



City Council Agenda Item Cover Sheet

Project title: Interlocal Agreement with Snohomish County for Participation in the Downtown Improvement District (2026–2030)

Council Bill # *interoffice use*

Agenda dates requested:

Briefing
Proposed action
Consent
Action 1/07/26
Ordinance
Public hearing
Yes X No

Budget amendment:
Yes X No

PowerPoint presentation:
Yes X No

Attachments:

Department(s) involved:
CPED

Contact person:
Tyler Chism

Phone number:
425-257-7107

Email:
tchism@everettwa.gov

Initialed by:
JW
Department head

Administration

Council President

Project: Downtown Everett Improvement District

Partner/Supplier: Snohomish County

Location: Downtown Improvement District

Preceding action: Ordinance [4129-25](#)

Fund: N/A

Fiscal summary statement:

Snohomish County participates as a voluntary ratepayer and contributes annual assessment payments for its properties within the Downtown Improvement District (DID). The County's payments support the contracted enhanced services managed by the Downtown Everett Association.

Over the 2026–2030 term, Snohomish County will pay the City the following amounts:

- 2026: \$78,347.97
- 2027: \$80,698.41
- 2028: \$83,119.36
- 2029: \$85,612.94
- 2030: \$88,181.33

Project summary statement:

This Interlocal Agreement (ILA) renews Snohomish County's voluntary participation in the Downtown Improvement District (DID) for the 2026–2030 term.

The ILA continues the same terms and rate structure used in the 2021–2025 agreement, including the 3% annual escalation. The only update is the addition of the Snohomish Health Department property to the County's assessed parcels, which accounts for \$6,547.17 of the County's total 2026 payment.

No new obligations or service changes are included. The agreement formalizes the County's continued participation and reflects the updated parcel list and assessment amounts.

Recommendation (exact action requested of Council):

Authorize the Mayor to sign the Interlocal Agreement with Snohomish County for participation in the Downtown Improvement District for the 2026–2030 term.

INTERLOCAL AGREEMENT

This Interlocal Agreement (this "**Agreement**") is entered into as of date of last signature below, by and between the City of Everett, a municipal corporation of the State of Washington, (the "**City**"), and Snohomish County, a political subdivision of the State of Washington, (the "**County**").

RECITALS

WHEREAS, the City of Everett and Snohomish County desire to partner together to provide an attractive city, sidewalk and business frontage and business entrances, including a safe environment in the Downtown Everett Business Improvement Area, the boundaries of which are further described on **Exhibit A** attached hereto, to help promote and support the economic vitality of the Downtown Everett Business Improvement Area; and

WHEREAS, the County is located within the Downtown Everett Business Improvement Area boundaries; and

WHEREAS, the County is an abutting property owner to the city public right-of-way within the Downtown Everett Business Improvement Area which includes but is not limited to, streets, lanes, alleys, and sidewalks; and

WHEREAS, as an abutting property owner the County has the duty, burden, and expense of repair, renewal, maintenance, and removal of obstructions and snow from such sidewalk or sidewalks upon the side of the street along which the said sidewalk has been constructed in accordance with City of Everett municipal code 13.08.010; and

WHEREAS, the County will support the City's endeavor to provide an attractive city, sidewalk and business frontage and entrances, including a safe environment in the Downtown Everett Business Improvement Area by paying to the City a mutually agreed fee to perform duties typically required of an abutting property owner in accordance with City of Everett municipal code 13.08.010; and

WHEREAS, the County and City desire to enter into this Agreement to allow the City to provide for the administration and maintenance of the City of Everett of the duties required in accordance with City of Everett municipal code 13.08.010 within the Downtown Everett Business Improvement Area project,

pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the City and the County agree to the follow terms and conditions of this Agreement as provided herein:

AGREEMENT

1. Purpose. The purpose of this Agreement is for the City and County to partner together to increase in the attractiveness and economic vitality of the Downtown Everett Business Improvement Area by improving and continuously maintaining the City of Everett's public rights of way, including sidewalks, alleyways, business frontage and business entrances.

2. City Obligations.

- a. The City is responsible for the Maintenance Work (defined below) for all the City of Everett's public rights-of-way, lanes, places, squares and, alleys, located within the Downtown Everett Business Improvement Area ("**Public Rights of Way**").
- b. The City shall be responsible to maintain the sidewalks within Public Rights of Way by blowing, sweeping, emptying sidewalks cigarette containers, recycling (as appropriate), emptying sidewalk trash containers, replacing trash bags, and cleaning of trash containers and trash lids, disposing of and the replacement of any broken or damaged sidewalk trash containers, removing debris, including but not limited to furniture, mattresses, grocery carts, boxes, and paper debris, etc. from the sidewalks, removing or covering graffiti on sidewalks, street light poles and signage/signage posts, trash, recycling, and cigarette dispensers, planters on sidewalks, spraying weeds in sidewalk cracks as needed and cleaning planters of weeds and debris, replacing flowers and shrubs that are dead, or vandalized (the "**Maintenance Work**"). If the City fails to perform any of the Maintenance Work specified in this Section 2b, the County will notify jeaharris@everettwa.gov and accountant@downtowneverettwa.org at the City to report the performance failure. If the City fails to correct the performance failure in a mutually agreed timeline, the County may terminate this Agreement

- c. The City will provide the Maintenance Work throughout the term of this Agreement daily and more often if needed upon request by the County. The City will provide the Maintenance Work by contract with the Downtown Everett Association.
 - d. The City will provide to the County, upon request, an accounting of all Maintenance Work performed under this Agreement including Maintenance Work provided specifically to support the sidewalks abutting the County's property within the Downtown Everett Business Improvement Area and to support the County funds provided for this purpose.
 - e. The City shall recognize the County as a financial partner in the following manner:
 - The City shall hold at least 1 (one) event each calendar year during the term of this Agreement to promote the Downtown Everett Business Improvement Area.
 - The City shall invite the County to each event promoting the Downtown Everett Business Improvement Area and recognize the County at such events as a financial partner of the Maintenance Work.
 - The City shall recognize the County as a financial partner in all brochures, banners, posters, and other promotional material related to the Downtown Everett Business Improvement Area.
3. **Payment.** Upon execution of this Agreement the County shall pay to the City the annual total amount of \$78,347.97 for 2026. The County will pay to the City a monthly payment in the amount of \$6,529.00 (\$78,347.97 annual total), due on the first day of each month, for the initial period of January 1, 2026, to December 31, 2026. The annual amount charged to the County shall increase by three percent (3%) in each subsequent calendar year, PROVIDED THAT, the obligations of the County in succeeding fiscal years beyond December 31, 2026, are contingent upon legislative appropriation for the specific purpose of funding this Agreement in accordance with law. In the event funds are not so appropriated, the County may terminate this Agreement without penalty.
4. **Term.** The term of this Agreement shall commence upon execution and end on December 31, 2030.

5. Termination.

a. For Convenience. Either party may terminate this Agreement by providing thirty (30) days' prior written notice to the other party. If this Agreement is terminated by the County, the City shall continue performing Maintenance Work in the Downtown Everett Business Improvement Area through the date of termination. The County shall compensate the City for all Maintenance Work performed by the City in the Downtown Everett Business Improvement Area through the date of termination.

b. For Breach. If either party breaches this Agreement, the non-breaching party shall deliver notice of the breach to the other party. Except for curing Maintenance Work, described in Section 2b, if the breaching party does not cure the breach within thirty (15) days after delivery of such notice, then the non-breaching party may terminate this Agreement effective on written notice of termination to the breaching party.

c. If this Agreement is terminated by the County pursuant to Sections 2b, or this Section 5, the City shall reimburse the County, within thirty (30) days, a pro rata portion of the monthly payment from the date of termination to the end of month in which the termination took effect.

6. General Provisions.

a. Interlocal Cooperation Act. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

b. Governing Law. The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.

c. Venue. The parties shall bring any litigation arising out of or

relating to this Agreement only before the Snohomish County Superior Court.

d. Complete Agreement. This Agreement constitutes the entire agreement of the parties relating to the subject matter of this Agreement. This Agreement supersedes and replaces all other written or oral agreements thereto.

e. Amendment. No amendment to this Agreement will be effective unless in writing and executed in the same manner as provided by law for the execution of this Agreement.

f. Waiver. No waiver of satisfaction of any condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or nonperformance of any other obligation.

g. Severability. If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement, or the application of that provision to any persons or circumstances other than those as to which it is held unenforceable, will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

h. Notice. For a notice under this Agreement to be valid, it must be in writing and the sending party must use one of the following methods of delivery: (A) personal delivery to the address stated below; (B) first class postage prepaid U.S. Mail to the address stated below; or (C) nationally recognized courier to the address stated below, with all fees prepaid.

| Notice to City | Notice to County |
|---|---|
| City of Everett Finance Director-Treasurer 2930 Wetmore Ave., Ste. 10-A Everett, WA 98201 Attn: Tatiana Sarmiento | Snohomish County Department of Facilities and Fleet 3000 Rockefeller Ave M/S 404 Everett, WA 98201 Attn: Property Officer |

A party may change its address by delivering written notice to the other party of the new address.

j. No Third-Party Beneficiaries. The provisions of this Agreement are for the sole benefit of the parties to this Agreement. No other persons have any rights or remedies under this Agreement.

k. Compliance with the Washington State Public Records Act. The parties acknowledge they are subject to the Public Records Act, chapter 42.56 RCW. Both parties shall cooperate with each other so that each may comply with all of its obligations under the Public Records Act.

l. Recording/Posting of this Agreement. This Agreement shall be recorded or otherwise made available to the public in accordance with RCW 39.34.040.

The parties have executed this Agreement as of the date of last signature below.

[signatures on following page(s)]

CITY OF EVERETT

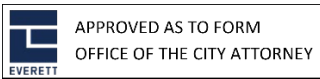
SNOHOMISH COUNTY

By: _____
Cassie Franklin, Mayor

By: _____
Dave Somers, Snohomish County Executive

ATTEST:

Office of the City Clerk



APPROVED AS TO FORM:

Snohomish County Prosecuting Attorney

EXHIBIT A

LEGAL DESCRIPTION DOWNTOWN BUSINESS IMPROVEMENT AREA

Beginning at the intersection of the centerline of Everett Avenue and the centerline of Broadway Avenue; thence southerly, along the centerline of Broadway Avenue to a intersect with a line projected from the southern boundary of Lot 19, Block 741, Plat of The Everett Land Company's First Addition to Everett, according to the Plat thereof recorded in Volume 3, Page 20 Plats, Records of Snohomish County;

Thence westerly to the southeast corner of Lot 19, Block 741 of said Plat; thence continuing westerly to the southwest corner of said Lot 19; thence northerly along the western boundary of the north-south alley in Block 741 to a point of intersection with the southern boundary of Lot 25, Block 741; thence westerly to the southwest corner of Lot 30, Block 741 of said Plat;

Thence continuing westerly to the southeast corner of Lot 21, Block 740 of said Plat; thence continuing westerly to the southwest corner of Lot 30, Block 740 of said Plat;

Thence continuing westerly to the southeast corner of Lot 21, Block 739 of said Plat; thence continuing westerly to the southwest corner of Lot 30, Block 739 of said Plat;

Thence continuing westerly to the southeast corner of Lot 28, Block 738, Plat of Everett, according to the Plat thereof recorded in Volume 3, Page 32 of Plats, Records of Snohomish County; thence continuing westerly to the southwest corner of Lot 32, Block 738; thence continuing westerly to the southeast corner of Lot 1, Block 738; thence continuing southerly to the southeast corner of Lot 9, Block 738; thence continuing westerly to the southwest corner of said Lot 9, Block 738 of said Plat;

Thence continuing westerly to the southeast corner of Lot 24, Block 737 of said Plat; thence continuing westerly to the southwest corner of Lot 24, Block 737; thence northerly to the southwest corner of Lot 32, Block 737; thence westerly to the southeast corner of Lot 5, Block 737; thence continuing westerly to the southwest corner of Lot 5, Block 737; thence northerly to the southwest corner of Lot 4, Block 737 of said Plat;

Thence westerly to the southeast corner of Lot 29, Block 736 of said Plat; thence westerly to the southwest corner of Lot 29, Block 736; thence continuing westerly along a line projected from the southern boundary of Lot 29, Block 736 to a point intersecting with the western boundary of the north-south alley in Block 736; thence southerly along the western boundary of the north-south alley in Block 736 to the southeast corner of Lot 1, Block 736; Thence westerly to the southwest corner of Lot 5, Block 736 of said Plat;

Thence westerly to the southeast corner of Lot 28, Block 735 of said Plat; thence southerly to the southeast corner of Lot 17, Block 735; thence westerly to the southwest corner of Lot 16, Block 735; thence northerly to the southwest corner of Lot 6, Block 735 of said Plat;

Thence westerly to the southeast corner of Lot 27, Block 734 of Plat of Everett Division H, according to the Plat thereof recorded in Volume 4, Page 50 of Plats, Records of Snohomish County; thence continuing westerly to the southwest corner of Lot 27, Block 734; thence northerly to the southwest corner of Lot

28, Block 734; thence westerly to the southeast corner of Lot 1, Block 734; thence westerly to the southwest corner of Lot 5, Block 734; thence northerly along the western boundary of Block 734 to a point lying 44 feet south of the northwest corner of Lot 5, Block 734 of said Plat;

Thence westerly to a point lying 44 feet south of the northeast corner of Lot 28, Block 733 of said Plat; thence continuing westerly to a point lying 44 south of the northern boundary of Block 733 and 16 feet west of the eastern boundary of Lot 30, Block 733; thence southerly to the northern boundary of Lot 27, Block 733 at a point lying 16 feet west of the eastern boundary of Lot 30, Block 733; thence westerly to the southwest corner of Lot 32, Block 733; thence continuing westerly to the southeast corner of Lot 1, Block 733; thence continuing westerly to a point on the southern boundary of Lot 3, Block 733 lying 12 feet west of the eastern boundary of said Lot 3; thence northerly for a distance of 59.5 feet along a line lying 12 feet west of the eastern boundary of Lot 3, Block 733; thence westerly along a line lying 59.5 feet south of the northern boundary of Block 733 of said Plat and continuing westerly along the projection of said line to intersect with the centerline of Norton Avenue;

Thence northerly along the centerline of Norton Avenue and continuing northerly along the centerline of West Marine View Drive (formerly known as Norton Avenue); to a point of intersection with a line projected from the northern boundary of Lot 13 in Block 616 of Plat of Everett Division G, according to the Plat thereof recorded in Volume 4, Page 41 of Plats, Records of Snohomish County, said point of intersection lying approximately 75 feet north of the northern boundary of Everett Avenue;

Thence easterly to the northwest corner of Lot 13, Block 616 of said Plat; thence continuing easterly to the northeast corner of Lot 13, Block 616; thence southerly to a point lying 12 feet north of the southeast corner of Lot 13, Block 616 of said Plat; thence easterly to a point lying 7 feet north of the northwest corner of Lot 17, Block 616 of Plat of Everett, according to the Plat thereof recorded in Volume 3, Page 32 of Plats, Record of Snohomish County; thence continuing easterly for a distance of 25 feet along a line lying 7 feet north of the north boundary of Lot 17, Block 616; thence southerly for a distance of 16 feet along a line lying 25 feet east of the eastern boundary of the north-south alley in Block 616; thence easterly to a point lying 16 feet north of the southeast corner of Lot 17, Block 616 of said Plat;

Thence continuing easterly to a point lying 16 feet north of the southwest corner of Lot 14, Block 615 of said Plat; thence northerly to the northwest corner Lot 14, Block 615; thence easterly to the northeast corner of Lot 14, Block 615; thence continuing easterly to the northwest corner of Lot 17, Block 615; thence northerly along the eastern boundary of the north-south alley in Block 615 to a point lying 3 feet south of the northwest corner of Lot 19, Block 615; thence easterly for a distance of 20 feet along a line lying 3 feet south of the northern boundary of Lot 19, Block 615; thence southerly along a line lying 20 feet to the east of the western boundary of Lot 19, Block 615 to the point of intersection with the northern boundary of Lot 17, Block 615; thence easterly to the northeast corner of Lot 17, Block 615 of said Plat;

Thence continuing easterly to the northwest corner of Lot 14 in Block 614 of Rucker' s First Plat, according to the Plat thereof recorded in Volume 2 of Plats, page 101 of Plats, Records of Snohomish County; thence continuing easterly to the northeast corner of Lot 14, Block 614 of said Plat; thence continuing easterly to the northwest corner of Lot 19, Block 614; thence northerly to the northwest corner of Lot 24, Block 614; thence easterly to the northeast corner of Lot 24, Block 614; thence southerly to the northeast corner of Lot 22, Block 614;

Thence easterly to the northeast corner of Lot 11, Block 613 of said Plat; thence easterly, along the northern boundary of Lot 11, Block 613 and continuing easterly along a line projected from northern boundary of Lot 11 to intersect with the projected centerline of the north-south alley in Block 613; thence northerly, and continuing along the projected centerline of said alley in Blocks 613 and 561, of said Plat; thence continuing northerly along projected alley centerline of Block 561, Plat of the Monitor Addition to Everett according to the Plat thereof recorded in Volume 3 of Plats, page 49 of Plats, to intersect the

centerline of 25th Street; thence easterly, along the centerline of 25th Street to intersect the northerly projected centerline of the alley in Block 562, of said Plat; thence southerly along said projected alley centerline;

Thence continuing southerly along the projected alley centerline in Block 562 of said Plat, to intersect the centerline of 26th Street; thence easterly along the centerline of 26th Street to intersect with the northerly projected centerline of the alley in Block 611 of said Plat;

Thence southerly, along said projected alley centerline to the point of intersection with a line projected from the northern boundary of Lot 26, Block 611; thence easterly to the northwest corner of Block 26, Block 611; thence continuing easterly to the northeast corner of Block 26, Lot 611; thence southerly to the southeast corner of Lot 21, Block 611;

Thence easterly to the northwest corner of Lot 13, Block 610 of Plat of Everett, according to the Plat thereof recorded in Volume 3, Page 32 of Plats, Records of Snohomish County; thence continuing easterly to the northeast corner of Lot 13, Block 610 of said Plat; thence continuing easterly to the northwest corner of Lot 18, 610; thence continuing easterly to the northeast corner of Lot 18, Block 610 of said Plat;

Thence continuing easterly to the northwest corner of Lot 13, Block 609 of said Plat; thence continuing easterly to the northeast corner of Lot 13, Block 609; thence continuing easterly to the northwest corner of Lot 18, Block 609; thence northerly to the a point lying 12.5 feet south of the northwest corner of Lot 20, Block 609; thence easterly to a point lying 12.5 feet south of the northeast corner of Lot 20, Block 609 of said Plat;

Thence continuing easterly to a point lying 12.5 feet south of the northwest corner of Lot 11, Block 608 of said Plat; thence northerly to the northwest corner of Lot 6, Block 608; thence easterly to the northeast corner of Lot 6, Block 608; thence southerly to the southeast corner of Lot 6, Block 608; thence easterly to the northwest corner of Lot 24, Block 608; thence continuing easterly to the northeast corner of Lot 24, Block 608; thence continuing easterly along a line projected from the northern boundary of Lot 24, Block 608 of said Plat to intersect the centerline of Broadway Avenue; thence southerly along the centerline of Broadway Avenue to the point of beginning.

Situated in the City of Everett, County of Snohomish, State of Washington.

Project title: Nomination of Council President / Mayor Pro Tempore and Vice President

Council Bill #

Agenda dates requested:

Briefing

Proposed action

Consent

Action 01/07/26

Ordinance

Public hearing

Yes ☒ No

Budget amendment:

Yes ☒ No

PowerPoint presentation:

Yes ☒ No

Attachments:

Department(s) involved:

Contact person:

Phone number:

Email:

Initialed by:

Department head

Administration

Council President

Project: Nomination of Council President / Mayor Pro Tempore and Vice President

Partner/Supplier: NA

Location: NA

Preceding action: NA

Fund: NA

Fiscal summary statement: None

Project summary statement:

According to Council Rules and in accordance with [Section 3.2 of the Charter](#), the Council shall be presided over by the Council President, selected annually by a majority vote of the Council at the first meeting in January.

Pursuant to [Section 2.7 of the Charter](#), the President of the Council shall also be deemed the Mayor Pro Tempore for the same period of office.

Council will also elect a Vice President annually, at the same meeting as the election of Council President / Mayor Pro Tempore, unless otherwise determined by majority vote of the entire Council. The duties of Council Vice President shall be described as assisting the Council President / Mayor Pro Tempore in the development of the weekly agenda. In the absence of the Council President / Mayor Pro Tempore, the Vice President shall chair the weekly council meeting. The Vice President will attend any community events where the Council President / Mayor Pro Tempore is unable to attend.

Recommendation (exact action requested of Council):

Nomination and election of Council President / Mayor Pro Tempore; followed by nomination and election of Vice President for the year 2026.

From: [Angela Ely](#)
To: [Marisa Nishimura](#)
Cc: [DL-Council](#); [Jennifer Gregerson](#); [David Hall](#)
Subject: FW: [EXTERNAL] Is "Project Frog Pond - Timeline and Responsibilities.pdf" posted on the City of Everett website?
Date: Wednesday, January 7, 2026 4:22:00 PM
Attachments: [A Froggy Tale of Money Earmarks - future home of Everett Aquasox.pdf](#)
[20251229 Martin Handout.pdf](#)

Category 2: Sensitive information

Hello,

Please submit the email below and attachments as written comment for the record at this evenings Council meeting.

Thank you,
Angie

Category 2: For official use only / disclosure permissible by law.

From: john martin <jmartinnoj@hotmail.com>
Sent: Wednesday, January 7, 2026 1:00 PM
To: DL-Council <Council@everettwa.gov>; Scott Bader <SBader@everettwa.gov>; Judy Tuohy <JTuhoy@everettwa.gov>; Paula Rhyne <PRhyne@everettwa.gov>; Donald Schwab <DSchwab@everettwa.gov>; Ben Zarlingo <BZarlingo@everettwa.gov>
Subject: [EXTERNAL] Is "Project Frog Pond - Timeline and Responsibilities.pdf" posted on the City of Everett website?

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Everett City Council Meeting
January 7, 2026 6:30 pm
Comments for the Public Record

Dear Everett City Councilmember Erica Weir, Position 1, Councilmember Paula Rhyne, Position 2, Councilmember Don Schwab, Position 3 Councilmember Luis Burbano, Position 4 Councilmember Ben Zarlingo, Position 5, Councilmember Scott Bader (At Large), and Councilmember Judy Tuohy (At Large),

I submitted comments and documentation for the January 7, 2026, Everett City Council

meeting.

Please confirm that the email and attachments that follow are included as part of the council meeting packet for the January 7, 2026, Everett City Council Meeting.

Thank you,

John E. Martin
425-361-2954
jmartinnoj@hotmail.com

From: john martin <jmartinnoj@hotmail.com>
Sent: Monday, January 5, 2026 12:41 PM
To: DL-Council <council@everettwa.gov>; Scott Bader <sbader@everettwa.gov>; Judy Tuohy <jtuohey@everettwa.gov>; Paula Rhyne <prhyne@everettwa.gov>; Donald Schwab <dschwab@everettwa.gov>; Ben Zarlingo <bzarlingo@everettwa.gov>
Subject: Is "Project Frog Pond - Timeline and Responsibilities.pdf" posted on the City of Everett website?

Everett City Council Meeting
January 7, 2026 6:30 pm
Comments for the Public Record

Dear Everett City Councilmember Erica Weir, Position 1, Councilmember Paula Rhyne, Position 2, Councilmember Don Schwab, Position 3 Councilmember Luis Burbano, Position 4 Councilmember Ben Zarlingo, Position 5, Councilmember Scott Bader (At Large), and Councilmember Judy Tuohy (At Large),

I am submitting comments and documentation for the January 7, 2026, Everett City Council meeting.

Please confirm that the email and attachments that follow are included as part of the council meeting packet for the January 7, 2026, Everett City Council Meeting.

Everett City Council
2930 Wetmore Ave.
Suite 9-A
Everett, WA 98201
Phone: 425-257-8703
council@everettwa.gov

Dear Everett City Councilmember Erica Weir, Position 1, Councilmember Paula Rhyne, Position

2, Councilmember Don Schwab, Position 3 Councilmember Luis Burbano, Position 4 Councilmember Ben Zarlingo, Position 5, Councilmember Scott Bader (At Large), and Councilmember Judy Tuohy (At Large),

1). Is "Project Frog Pond - Timeline and Responsibilities.pdf" posted on the City of Everett website?

2). What locations noted below are paying Real Estate Excise Taxes 1 and/or 2 (REET 1, REET 2) for the New Downtown Stadium in Everett, Washington?

The locations listed below pay Real Estate Excise Taxes 1 and/or 2 (REET 1, REET 2).

The Real Estate Excise Tax page on the Department of Revenue website indicates the REET 1 and REET 2 are paid by the following locations in Snohomish County:

County, Location, REET Code, Rate

Snohomish Snohomish County Unincorp. 3100 0.50%

Snohomish Arlington 3101 0.50%

Snohomish Brier 3102 0.50%

Snohomish Darrington 3103 0.25%

Snohomish Edmonds 3104 0.50%

Snohomish Everett 3105 0.50%

Snohomish Gold Bar 3106 0.50%

Snohomish Granite Falls 3107 0.50%

Snohomish Index 3108 0.50%

Snohomish Lake Stevens 3109 0.50%

Snohomish Lynnwood 3110 0.50%

Snohomish Marysville 3111 0.50%

Snohomish Monroe 3112 0.50%

Snohomish Mountlake Terrace 3113 0.50%

Snohomish Mukilteo 3114 0.50%

Snohomish Snohomish (City) 3115 0.50%

Snohomish Stanwood 3116 0.50%

Snohomish Sultan 3117 0.50%

Snohomish Woodway 3118 0.50%

Snohomish Mill Creek 3119 0.50%

Snohomish Bothell in Snohomish County 3120 0.50%

https://dor.wa.gov/sites/default/files/2025-11/84-0013-Jan26_REET.pdf

The above locations pay Real Estate Excise Taxes 1 and/or 2 (REET 1, REET 2).

Again,

2). What locations noted below are paying Real Estate Excise Taxes 1 and/or 2 (REET 1, REET 2) for the New Downtown Stadium in Everett, Washington?

The please review and give consideration to the two attachments;

A Froggy Tale of Money Earmarks _ future home of Everett Aquasox

20251229 Martin Handout

Thank you.

Best Regards,

John E. Martin

Mountlake Terrace

No Frogs Downtown

<https://martinmusic.biz/NitramProjectFrogPond7th.html>

<https://martinmusic.biz/contact/no-frogs-downtown-2/>

LETTER TO THE EDITOR

A froggy tale of money earmarks

FUTURE HOME OF EVERETT AQUASOX

John E. Martin

Wednesday, December 31, 2025 (/news/2025/dec/31/a-froggy-tale-of-money-earmarks/)

Share this

Email, (mailto:?subject=Check This Out&body=Check this story out, <https://snoho.com/news/2025/dec/31/a-froggy-tale-of-money-earmarks/>.) Facebook (<https://www.facebook.com/sharer.php?u=http://snoho.com/news/2025/dec/31/a-froggy-tale-of-money-earmarks/>), Twitter (<https://twitter.com/intent/tweet?text=http://snoho.com/news/2025/dec/31/a-froggy-tale-of-money-earmarks/>)

To the Editor:

I've been a frog for a long time, over 60 million years, and way back in frog history they wanted to create a Luxurious Frog Pond with lily pads, and water fountains, and wonderful things to eat so our best jumping frogs could jump in front of all the rest of us frogs.

It was an idea created by ... the Messianic Legislative Bullfrog.

Or as we regular frogs call it: the MLB.

We had something called ... the Messianic Legislative Bullfrog Council.

And when the council spoke, regular frogs would say "Hey listen, that's bullfrog."

When the regular frogs heard that the council was TAKING money from tadpoles and GIVING it to the MLB?

They turned, and looking at each other, said: "That's BULL frog."

The Messianic Albatross Yielding Opportunistic Reptile, or as we regular frogs call it — the MAYOR — and the council all agreed to take money from tadpoles.

Then some regular frogs found Project Frog Pond.

Project Frog Pond was a secret plan the MLB made with the MAYOR to make regular frogs pay for the new frog pond.

Regular frogs found out about it....

And started singing.

John E. Martin**Mountlake Terrace**

[f \(https://www.facebook.com/SnohomishCountyTribune\)](https://www.facebook.com/SnohomishCountyTribune)**Tribune**Serving the Snohomish,
Monroe and Everett Areas[\(https://www.snoho.com/\)](https://www.snoho.com/)

LETTER TO THE EDITOR

Funds for stadium stole from kids fund, writer says

FUTURE HOME OF EVERETT AQUASOX

John E. Martin

Wednesday, November 5, 2025 (/news/2025/nov/05/funds-for-stadium-stole-from-kids-fund-writer-says/)

Share this

Email, (mailto:?subject=Check This Out&body=Check this story out, <https://snoho.com/news/2025/nov/05/funds-for-stadium-stole-from-kids-fund-writer-says/>.) Facebook (<https://www.facebook.com/sharer.php?u=http://snoho.com/news/2025/nov/05/funds-for-stadium-stole-from-kids-fund-writer-says/>), Twitter(<https://twitter.com/intent/tweet?text=http://snoho.com/news/2025/nov/05/funds-for-stadium-stole-from-kids-fund-writer-says/>)

To the Editor:

If you live in the State of Washington your tax dollars are being used to build a new baseball stadium in downtown Everett, Washington.

In fact, the City of Everett is taking money from the State of Washington Department of Commerce Youth Athletic Facility Account and using it to subsidize billionaire Major/Minor League Baseball owners.

This means parks and playfields that might have been funded by the Youth Athletic Facility Account cannot be funded. The account funded parks and k-12 fields not only in Everett, but in Spokane, Walla Walla, Tacoma, and more.

Youth Athletic Facilities funded 24 projects with the same amount of funds now being used for the "New Stadium" in Downtown Everett.

How many future Youth Athletic Facility grants will be denied in order to fund the Major/Minor League Baseball Stadium in Everett?

I asked the Everett City Council to terminate the Youth Athletic Facility Account grant since contract documents indicate they plan to apply for additional grant program funds anyway.

I encourage you to contact your State Representative and the Everett City Council.

Ask them to terminate the Youth Athletic Facility Account contract for the new Major/Minor League Baseball Stadium in Everett.

Mayor Cassie,

I hope all is well with you. As we discussed during our meeting, please find attached a DRAFT of a timeline and responsibilities document that **lays out the next few months for what we are calling "Project Frog Pond"**.

Please let us know if you or anyone on your team have any comments, questions or additions, and **we obviously want to make sure this aligns with how you see the project progressing and the necessary community and political steps**. We are happy to have a call/videoconference to discuss live if that would be easier.

We look forward to continuing to work with you and your team as we pursue this project for the city of Everett.

Thank you, Chad

Charlton Volpe, **AquaSox President** on the Player Development League (PDL) License sent an email to **Everett Mayor** Cassie Franklin received and a copy of the attachment, - **"Project Frog Pond,"** - on April 22nd 2022.

The email was CC'd to Pat Filippone, President of the Aquasox and President of 7th Inning Stretch, LLC, and Thomas Volpe, the wealthy principal owner, of the 7th Inning Stretch, LLC. The 7th Inning Stretch owns three minor league baseball teams, including the Everett Aquasox.

The email was also sent directly to Nick Harper, former Deputy Mayor of the City of Everett, Lori Cummings, City of Everett Senior Executive Director, Dan Eernisse, City of Everett Director of Economic Development.

A copy of "Project Frog Pond" can be obtained by submitting a public records request with the City of Everett or by downloading it from the following website:

<https://martinmusic.biz/NitramProjectFrogPond7th.html>

John E. Martin 425-361-2854 jmartinno1@hotmail.com

No Frogs Downtown <https://martinmusic.biz/contact/no-frogs-downtown-2/>

Project Frog Pond Proposed Timeline and Responsibilities

DRAFT

August

--Assemble any needed working groups or other entities to continue Project Frog Pond process pending the votes and approvals from City Council or other entities/boards ->

AquaSox and Mayor's Office

--Pursue follow-up work streams from initial reviews and approvals (whether City Council or other boards/groups) to move ahead with site specific work - infrastructure, environmental, initial design, etc., as well as any subsequent reviews, approvals, or votes -

> *AquaSox and Mayor's Office*

--Determine whether or not Project Frog Pond is viable in Everett -> *AquaSox and Mayor's Office*

=====

The Youth Athletic Facility Account is being used to build a new Major/Minor League Baseball stadium in downtown Everett, Washington.

It's not complex. It's really pretty simple.

If your values tell you that you are opposed to using money from the Youth Athletic Facility Account to fund a new Major/Minor League Baseball stadium in downtown Everett, ask the Everett city Council to propose and help pass the following statement:

"We, the Everett City Council and governing body for the City of Everett, terminate the Everett New Stadium Project, Contract Number: 24-96531-002."

What do your values tell you to do?

Take money from kids and give it to Major/Minor League Baseball?

Or take money from Major/Minor League Baseball and give it back to kids?

Your choice.

Call the Everett City Council at 425-257-8703 or email council@everettwa.gov.

Project Frog Pond

Proposed Timeline and Responsibilities

April

- Finalize site survey analysis by Crossroads/Populous; provide to Community Attributes -> *Everett AquaSox*
- Community Attributes commences economic impact analysis -> *Mayor's Office*

May

- AquaSox ownership to meet with 2-4 City Council members (as chosen by Mayor's Office) -> *Mayor's Office to facilitate introductions; AquaSox to conduct meetings*
- Community Attributes continues economic impact analysis; AquaSox provide information/data as needed -> *Mayor's Office and AquaSox*
- Begin drafting a project working document/presentation which outlines the entire multi-purpose family entertainment venue project (including site surveys, economic impact for Everett, benefits of new multi-purpose family entertainment venue in the community and development, etc.) to be used in meeting with relevant parties in the community -> *AquaSox*

June

- AquaSox ownership to meet with remaining City Council members and other opinion leaders in the community -> *AquaSox with help/intros from Mayor's Office*
- Community Attributes finalizes economic impact analysis -> *Mayor's Office*
- Discuss with Seattle Mariners on specifically how/when to get them involved as Project Frog Pond becomes public (e.g. letters, visits, etc.) -> *AquaSox*
- Identify one or two sites to fully pursue based on further review and economic impact analysis -> *Mayor's Office in conjunction with AquaSox*

- Determine necessary site-specific scope of work, documents/filings, and approvals based on final sites (including whether on public vs private land) -> *Mayor's Office and AquaSox*
- Assemble/finalize working document/presentation which outlines the entire multi-purpose family entertainment venue project -> *AquaSox to prepare the document with Mayor's Office providing input and comments*
- City Council approves ballot initiative for November elections -> *Mayor's Office*
- Meet again with all City Council members to discuss Project Frog Pond proposal -> *Mayor's Office & AquaSox*
- AquaSox continue to meet with relevant community groups and business leaders to discuss Project Frog Pond proposal -> *Mayor's Office and AquaSox*
- Review and begin work on necessary City Council (or other entities) reviews and/or votes and how to draft necessary paperwork/filings -> *Mayor's Office and AquaSox*
- Begin discussions regarding potential financing - sources of funds and potential scale of funds -> *AquaSox and Mayor's Office, plus other parties as relevant*
- Assemble public relations (PR) strategy -> *AquaSox in conjunction with Mayor's Office*
- AquaSox conduct quarterly facility review with MLB and the Mariners to present progress made to date -> *AquaSox*

July

- Launch PR initiative about Project Frog Pond -> *AquaSox and Mayor's Office*
- Present specific Project Frog Pond proposal to City Council for initial review and approval -> *AquaSox in conjunction with Mayor's Office*
- Present specific Project Frog Pond proposal to any other entities, groups or boards for initial review and approval -> *AquaSox in conjunction with Mayor's Office*
- Depending on progress with new venue in Everett, meet with County Executive and other County Leaders to discuss and review Project Frog Pond idea and potential alternative locations -> *Mayor's Office and AquaSox*

[f \(https://www.facebook.com/SnohomishCountyTribune\)](https://www.facebook.com/SnohomishCountyTribune)**Tribune**Serving the Snohomish,
Monroe and Everett Areas[\(https://www.snoho.com/\)](https://www.snoho.com/)

LETTER TO THE EDITOR

Mariners have big money, how about they give cash for its Everett farm team's stadium?

FUTURE HOME OF EVERETT AQUASOX

Susan Goodenough

Wednesday, October 8, 2025 (/news/2025/oct/08/mariners-have-big-money-how-about-they-give-cash-for-its-everett-farm-teams-stadium/)

Share this

Email, (mailto:?subject=Check This Out&body=Check this story out. <https://snoho.com/news/2025/oct/08/mariners-have-big-money-how-about-they-give-cash-for-its-everett-farm-teams-stadium/>.) Facebook (<https://www.facebook.com/sharer.php?u=http://snoho.com/news/2025/oct/08/mariners-have-big-money-how-about-they-give-cash-for-its-everett-farm-teams-stadium/>), Twitter (<https://twitter.com/intent/tweet?text=http://snoho.com/news/2025/oct/08/mariners-have-big-money-how-about-they-give-cash-for-its-everett-farm-teams-stadium/>)

To the Editor:

The love of baseball makes people totally irrational.

Win the World Series. Go team Go.

This is the feeling that I, and millions of others in the Pacific Northwest, have for the Seattle Mariners.

And the Seattle Mariners AquaSox Farm Team are a great asset to the Mariners.

But let's not be irrational about it.

It is rational for the Mariners to invest \$40 million to refurbish the existing Everett School District-owned AquaSox Stadium — where Ken Griffey, Dan Wilson, Felix Hernandez, Julio Rodríguez, Cal Raleigh, and many more played.

The Seattle Mariners are worth over \$2.2 billion dollars. The \$40 million investment needed to renovate Funko Field in Everett represents less than 2% of the Mariners' worth.

It is irrational to spend \$137 million to build a brand-new stadium in Downtown Everett at the expense of state, city, and county taxpayers.

As a rational business expense, the Mariners could loan or give \$40 million to the Everett School District. The investment supports the AquaSox, the Seattle Mariners, the local Everett school district, and millions of Mariner fans.

Sounds like a good Mariner investment to me.

We're Gonna Win the World Series.



EVERETT CITY COUNCIL Public Comment Form

Thank you for being here today. Please fill out this form to speak at the council meeting.

State your name and city of residence when you begin speaking. Each person is asked to limit comments to three minutes. This allows everyone a fair opportunity to speak. Return this form to the council administrator before the meeting begins.

The following comments are not allowed:

- Comments on any kind of campaigning, whether for or against ballot measures or candidates running for office
- Comments focused on personal matters that are unrelated to City business

You can also submit a comment and attend meetings online at everettwa.gov/city-council. Click on "Council meeting public comment sign up form." This must be done at least 30 minutes prior to the meeting. Additional instructions are available on the web page.

City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: 1/7/26

NAME (required): STEVE OSS

CITY (required): EVERETT ZIP (required): 98203

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

☐ YES – the comment period will follow the agenda item

AGENDA ITEM #: _____

☒ NO – speak during general public comment, topic you would like to speak on:

STUFF-A-BUS, L+I



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City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: Jan 7 2026

NAME (required): Liz Vogeli

CITY (required): _____ ZIP (required): _____

EMAIL (optional): _____ PHONE (optional): _____

DISTRICT (circle one): 1 2 3 4 5 Not sure Don't live in city

Is your topic on today's agenda?

☐ YES – the comment period will follow the agenda item

AGENDA ITEM #: _____

☒ NO – speak during general public comment, topic you would like to speak on:



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City staff may wish to contact you for follow up, therefore, your contact information is appreciated.

DATE: 1/07/2026

NAME (required): John Peoples

CITY (required): Everett ZIP (required): 98208

EMAIL (optional): jetho302@yahoo.com PHONE (optional): (240) 434-6817

DISTRICT (circle one): 1 2 3 4 (5) Not sure Don't live in city

Is your topic on today's agenda?

☐ YES – the comment period will follow the agenda item

AGENDA ITEM #: _____

☒ NO – speak during general public comment, topic you would like to speak on:

Happy New Year, new council terms, 250th

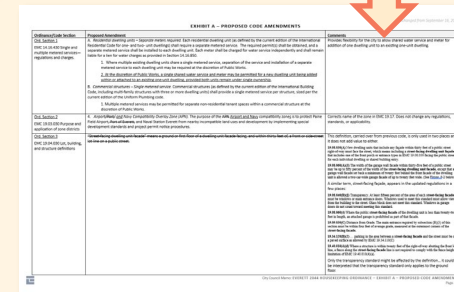

Everett 2044 Housekeeping Amendments

Everett City Council

January 7, 2026

Overview

- Clarifications and corrections to Everett 2044 Development Regulations (Ordinance 4102-25)
- Planning commission recommends approval via Planning Commission Resolution 25-02 (revised Nov. 18, 2025)
- Within scope of Everett 2044 Final Environmental Impact Statement
- Explanations in memo (Exhibit A):



The table, titled "EXHIBIT A - PROPOSED CODE AMENDMENTS", is a complex document with multiple columns. It appears to be a comparison or summary of proposed changes to existing regulations. The columns include sections for "PROPOSED CODE AMENDMENTS", "EXISTING CODE", and "COMMENTS". The text within the table is dense and includes various legal and regulatory references. A red arrow points down to the table from above.

Timeline - 2025

Everett
2044

June 18

Everett 2044 Adopted

July 8

Everett 2044 Effective

Housekeeping
Ordinance

August 19

Planning Commission – Briefing & Workshop

September 16

Planning Commission – Briefing, Public Hearing, Recommendation 25-02

November 18

Planning Commission – Public Hearing & Revised Recommendation 25-02



Topics – EMC 19.08 (Neighborhood Residential)

| | <i><u>Ord Section</u></i> |
|---|---------------------------|
| • Harmonizing the intent, applicability, and overview sections of Chapters 19.08 and 19.09 EMC, | <i>8, 15</i> |
| • Clarifying that the edge of the street is the edge of the right-of-way. | <i>10, 11, 13</i> |
| • Deciding that required private and shared yards under Chapter 19.08 EMC may overlap required landscaping. | <i>10</i> |



Topics – EMC 19.08 (Neighborhood Residential)

Deleting the definition for the term “street-facing dwelling unit façade” and clarify applicability of the following development standards to new dwelling units that include any façade within 30’ of a public street right-of-way:

Ord Section

*3, 10,
11, 13*

- Facades (*EMC 19.08.040(B)*)
- Roof design (*EMC 19.08.040(B)*)
- Ground floor habitable space (*EMC 19.08.040(B)*)
- Front porches and entrances (*EMC 19.08.050*)
- Exterior materials (*EMC 19.08.040(C)*)
- Attached garages (*EMC 19.08.060*)



Topics - Other

| | <i><u>Ord Section</u></i> |
|--|---|
| • Public Works discretion for accessory dwelling utility connections | <i>1</i> |
| • Updating the assumed height for residential zones outside of the city to 35' for the purpose of height reductions. | <i>21</i> |
| • Relaxing the minimum bicycle parking space requirement for a single dwelling unit to one long-term space (two within mixed-use centers). | <i>28</i> |
| • Eliminating unused definitions, correcting references, other non-substantive corrections | <i>2, 4-7, 9, 12, 14, 16, 18-19, 21-27, 29-35</i> |

Topics – Inclusionary Zoning

Ord Section

- Relax affordability level for ownership housing
- Reduce fee in lieu for ownership housing from \$15 to \$9 per gross square foot developed

7, 36



Criteria

- ☐ The proposed amendment is consistent with the applicable provisions of the Everett comprehensive plan
- ☐ The proposed amendment bears a substantial relation to public health, safety or welfare
- ☐ The proposed amendment promotes the best long-term interests of the Everett community

- EMC [15.03.300](#)



Recommendation

The Planning Commission recommends that the City Council adopt the code amendments.

Project Webpage

everettwa.gov/2777/Proposed-Code-Amendments



PLANNING COMMISSION RESOLUTION NO. 25-02

A Resolution Recommending that the City Council Adopt Housekeeping Amendments to Development Regulations Recently Adopted through the Everett 2044 Periodic Update, AMENDING EMC Chapters 14.16, 19.03, 19.04, 19.05, 19.06, 19.08, 19.09, 19.13, 19.22, 19.25, 19.34, 19.35, 19.38, 19.39, and 19.40.

WHEREAS, THE PLANNING COMMISSION FINDS THE FOLLOWING:

- A. The Everett 2044 Comprehensive Plan and Development Regulation Periodic Update was adopted June 18, 2025, with an effective date of July 8, 2025, via ordinances 4101-25 and 4102-25; and
- B. In the months following the adoption of the development regulations in the Everett 2044 periodic update, staff have identified errors and provisions that are difficult to interpret accurately and consistently; and
- C. This is the first of what could be several housekeeping ordinances to correct errors and clarify provisions in the development regulations.; and
- D. The amendments contained in this resolution maintain consistency with the Growth Management Act and are consistent with its planning goals; and
- E. The amendments contained in this resolution are consistent with and supportive of goals, policies, and implementation strategies in the Everett Comprehensive Plan, including:
 1. Goal DD 2: Building and site designs are based on clear and predictable development regulations via a menu of options.
 2. DD-1 Maintain a continuous, consistent, walkable, and human-scaled pedestrian environment at the interface of buildings and the public realm. Promote interaction between indoor and outdoor activities to create an inclusive and vibrant public realm.
 3. DD-20 Be attentive to ways code or policies may inadvertently disadvantage small-scale developments and developers, and where possible take steps to rectify imbalances.
 4. Policy HO-2 Adopt flexible development regulations that streamline the local review process with clear objective standards, encouraging innovative and context-sensitive development.
 5. HO-12 Boost homeownership opportunities through administrative, regulatory, and financial benefits.

Planning Commission Resolution 25-02 (revised November 18, 2025)
EVERETT 2044 HOUSEKEEPING CODE AMENDMENTS

1

